1. Committee Agendas

   Documents: 4-11-16E.PDF, 4-11-16F.PDF, 4-11-16G.PDF, 4-11-16H.PDF, 4-11-16MA.PDF, 4-11-16PL.PDF, 4-11-16PS.PDF, 4-11-16PW.PDF, 4-11-16R.PDF, 4-11-16T.PDF, 4-11-16V.PDF

2. Addendums

   Documents: 4-11-16FA.PDF, 4-11-16RA.PDF, 4-11-16VA.PDF

3. Addendum, Contract And Resolutions

   Documents: A-4-16 WEB.PDF, B-4-16.PDF, E-5-16 WEB.PDF, E-49-16 WEB.PDF, E-50-16 WEB.PDF, E-51-16 WEB.PDF, E-54-16 WEB.PDF, E-55-16 WEB.PDF, E-56-16 WEB.PDF, E-57-16 WEB.PDF

4. Meeting Minutes

   Documents: APRIL 11, 2016-FINANCE.PDF, APRIL 11, 2016-HEALTH.PDF, APRIL 11, 2016-PUBLIC_SAFETY.PDF, APRIL 11, 2016-RULES.PDF, APRIL 11, 2016-VETERANS.PDF

Public Notice

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, APRIL 11, 2016 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, APRIL 25, 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

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

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

Dated: April 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.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITEE

APRIL 11, 2016 1:00 PM

Denise Ford – Chairwoman
Howard Kopel– Vice Chairman
James Kennedy
Steven Rhoads
Carrié Solages – Ranking
Siela A. Bynoe
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

APRIL 11, 2016 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Delia DeRiggi-Whitton – Ranking
Laura Curran
Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
100-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, JOSEPH BUTINDARI AND CIVIL SERVICE EMPLOYEES ASSOCIATION, A.F.S.C.M.E. LOCAL 1000, A.F.L.-C.I.O. BY ITS LOCAL 830, AS SET FORTH IN THE ACTION ENTITLED JOESPH BUTINDARI AND CIVIL SERVICE EMPLOYEES ASSOCIATION, A.F.S.C.M.E. LOCAL 1000, A.F.L.-C.I.O. BY ITS LOCAL 830 V. COUNTY OF NASSAU, INDEX NO. 000589/14 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 100-16(AT)
101-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE ACTION, RANDY HOSKINS A.K.A. RANDY A. WHITE V. COUNTY OF NASSAU, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-16(AT)
103-16	OMB	F, R	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 103-16(OMB)
104-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 104-16(OMB)
105-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 105-16(OMB)
106-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 106-16(OMB)
107-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 107-16(OMB)
108-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 108-16(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
109-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 109-16(OMB)
110-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 110-16(OMB)
111-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 111-16(OMB)
112-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 112-16(OMB)
113-16	OMB	H, F, R	**ORDINANCE NO. -2016** N ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 113-16(OMB)
114-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 114-16(OMB)
115-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 115-16(OMB)
116-16	OMB	F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. 116-16(OMB)
117-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 117-16(OMB)
118-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 118-16(OMB)
119-16	OMB	F, R	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 119-16(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

APRIL 11, 2016 1:00 PM

James Kennedy – Chairman
Denise Ford – Vice Chairwoman
Richard Nicolello
Laura Schaefer
Siela A. Bynoe– Ranking
Carrié Solages
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

APRIL 11, 2016 1:00 PM

Rose Marie Walker – Chairwoman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Delia DeRiggi-Whitton – Ranking
Judy Jacobs
Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
104-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 104-16(OMB)
105-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 105-16(OMB)
106-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 106-16(OMB)
107-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 107-16(OMB)
109-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 109-16(OMB)
110-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 110-16(OMB)
113-16	OMB	H, F, R	**ORDINANCE NO. -2016** N ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 113-16(OMB)
114-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 114-16(OMB)
117-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 117-16(OMB)
118-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 118-16(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

APRIL 11, 2016 1:00 PM

Steve Rhoads – Chairman
James Kennedy– Vice Chairman
Dennis Dunne
Rose Marie Walker
Siela A. Bynoe – Ranking
Carrié Solages
Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

APRIL 11, 2016 1:00 PM

Laura Schaefer - Chairwoman
Dennis Dunne - Vice Chairman
Denise Ford
Steve Rhoads
Judy Jacobs – Ranking
Carrié Solages
Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

APRIL 11, 2016 1:00 PM

Dennis Dunne - Chairman
Donald MacKenzie - Vice Chairman
Vincent Muscarella
Denise Ford
Laura Curran - Ranking
Kevan Abrahams
Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
108-16	**OMB**	**PS, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 108-16(OMB)
111-16	**OMB**	**PS, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 111-16(OMB)
112-16	**OMB**	**PS, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 112-16(OMB)
115-16	**OMB**	**PS, F, R**	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 115-16(OMB)

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

APRIL 11, 2016 1:00 PM

Vincent Muscarella – Chairman
Steve Rhoads– Vice Chairman
Donald MacKenzie
C. William Gaylor III
Ellen Birnbaum– Ranking
Judy Jacobs
Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

APRIL 11, 2016 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
36-16	CE	R	**RESOLUTION NO. -2016** A RESOLUTION OPTING INTO STATE LEGISLATION IN RELATION TO SPECIAL RETIREMENT PLANS FOR SHERIFFS, UNDERSHERIFFS AND DEPUTY SHERIFFS. 36-16(CE)
100-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, JOSEPH BUTINDARI AND CIVIL SERVICE EMPLOYEES ASSOCIATION, A.F.S.C.M.E. LOCAL 1000, A.F.L.-C.I.O. BY ITS LOCAL 830, AS SET FORTH IN THE ACTION ENTITLED JOESPH BUTINDARI AND CIVIL SERVICE EMPLOYEES ASSOCIATION, A.F.S.C.M.E. LOCAL 1000, A.F.L.-C.I.O. BY ITS LOCAL 830 V. COUNTY OF NASSAU, INDEX NO. 000589/14 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 100-16(AT)
101-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE ACTION, RANDY HOSKINS A.K.A. RANDY A. WHITE V. COUNTY OF NASSAU, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-16(AT)
103-16	OMB	F, R	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 103-16(OMB)
104-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 104-16(OMB)
105-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 105-16(OMB)
106-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 106-16(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
107-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 107-16(OMB)
108-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 108-16(OMB)
109-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 109-16(OMB)
110-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 110-16(OMB)
111-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 111-16(OMB)
112-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 112-16(OMB)
113-16	OMB	H, F, R	**ORDINANCE NO. -2016** N ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 113-16(OMB)
114-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 114-16(OMB)
115-16	OMB	PS, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 115-16(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
116-16	OMB	F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. 116-16(OMB)
117-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 117-16(OMB)
118-16	OMB	H, F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 118-16(OMB)
119-16	OMB	F, R	**RESOLUTION NO. -2016** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 119-16(OMB)
120-16	PD	R	**RESOLUTION NO. -2016** A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 120-16(PD)
129-16	CE	R	**RESOLUTION NO. -2016** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT IN RELATION TO DISABILITY RETIREMENT BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS, AND CORRECTION OFFICERS IN NASSAU COUNTY. 129-16(CE)
131-16	CE	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF STEWART MANOR IN RELATION TO A PROJECT FOR A STREETSCAPE PROJECT ON THE EAST SIDE OF COVERT AVENUE BETWEEN THE LONG ISLAND RAILROAD AND TULIP AVENUE. 131-16(CE)
132-16	CE	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE EAST MEADOW FIRE DISTRICT IN RELATION TO OBTAINING SIXTEEN PANASONIC "TOUGHPAD" FZ-F1 DEVICES AND RELATED EQUIPMENT. 132-16(CE)

Clerk Item No.	Proposed By	Assigned To	Summary
133-16	CE	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE MINEOLA MEMORIAL PUBLIC LIBRARY TO RENOVATE THE MINEOLA MEMORIAL PUBLIC LIBRARY. 133-16(CE)
A-11-16	PR	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER AND H. SCHRIER & CO., INC. A-11-16
B-5-16	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 ELDOR TRAFFIC SIGNAL CONTRACTING CORP. B-5-16
E-63-16	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 CAREERARC GROUP LLC D/B/A TWEETMYJOBS.COM. E-63-16
E-64-16	PK	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND ALAN'S FAIR, INC. D/B/A NASSAU COUNTY CRAFT SHOWS. E-64-16
E-65-16	CC	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 CORRECTION AND THE DIOCESE OF ROCKVILLE CENTER. E-65-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-66-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-67-16	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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND TOMAS KLIMAS-MIKALAUSKAS. E-67-16
E-68-16	BU	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND LEGAL AID SOCIETY OF NASSAU COUNTY. E-68-16
E-69-16	PB	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 THE LEADERSHIP TRAINING INSTITUTE, INC. E-69-16
E-70-16	PB	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 FAMILY & CHILDREN'S ASSOCIATION, INC. E-70-16
E-71-16	IT	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 COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS, INC. E-71-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-72-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND DANIEL J. COTTER. E-72-16
E-73-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND STEPHANIE KAUFMAN. E-73-16
E-74-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND JOHN P. O'SHEA. E-74-16
E-75-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND JAMES J. TINI. E-75-16
E-76-16	EL	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE BOARD OF ELECTIONS AND ALL AMERICAN VAN LINES, INC. E-76-16
E-78-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND KENNETH S. DIAMOND. E-78-16
E-79-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND JOSEPH C. CALABRESE. E-79-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-80-16	TV	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ALLEN S. MATHERS. E-80-16
E-82-16	TV	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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND TOP KEY COURT REPORTING, INC. E-82-16
E-83-16	PB	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 FAMILY & CHILDREN'S ASSOCIATION, INC. E-83-16
E-84-16	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 NASSAU COUNTY POLICE DEPARTMENT AND MOTOROLA, INC. E-84-16
E-86-16	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 PRECISE COURT REPORTING SERVICES, INC. E-86-16
E-87-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS LLP. E-87-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-88-16	**ME**	**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 MEDICAL EXAMINER AND DR. PETER FARMER. E-88-16
E-89-16	**ME**	**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 MEDICAL EXAMINER AND ROBERT WASS. E-89-16
E-90-16	**OMB**	**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 OFFICE OF MANAGEMENT AND BUDGET AND AJ CONSULTING SERVICES, LLC. E-90-16
E-91-16	**PK**	**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 PARKS, RECREATION AND MUSEUMS AND THE ATLANTIC WIND SYMPHONY, INC. E-91-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**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 R.J. INDUSTRIES, INC. B-4-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-5-16	DA	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 DISTRICT ATTORNEY'S OFFICE AND FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION. E-5-16
E-49-16	HS	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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES AND PSCH, INC. E-49-16
E-50-16	EL	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 BOARD OF ELECTIONS AND NUZZI BROS. MOVING SERVICE, INC. E-50-16
E-51-16	TS	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 DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-54-16	DA	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 DISTRICT ATTORNEY'S OFFICE AND FAMILY AND CHILDREN'S ASSOCIATION. E-54-16
E-55-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-56-16	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-56-16
E-57-16	PK	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 PARKS, RECREATION AND MUSEUMS AND ED MOORE ADVERTISING, INC. E-57-16

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

APRIL 11, 2016 1:00 PM

Donald MacKenzie – Chairman
Laura Schaefer – Vice Chairwoman
Howard Kopel
C. William Gaylor III
Delia DeRiggi-Whitton – Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

APRIL 11, 2016 1:00 PM

C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE ADDENDUM

APRIL 11, 2016 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Delia DeRiggi-Whitton – Ranking
Laura Curran
Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
134-16	PK	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND MUSEUMS AT MITCHEL. 134-16(PK)
137-16	TR	F, R	**RESOLUTION NO.-2016** A RESOLUTION AMENDING 448-2001, AS AMENDED, ENTITLED "DESIGNATING BANKS AND TRUST COMPANIES FOR THE DEPOSIT OF MONIES RECEIVED BY THE COUNTY TREASURER". 137-16(TR)
142-16	OMB	F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2015. 142-16(OMB)
143-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF DIFFERENT UTILITY COMPANIES, AS SET FORTH IN VARIOUS ACTIONS PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 143-16(AT)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

APRIL 11, 2016 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
134-16	PK	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND MUSEUMS AT MITCHEL. 134-16(PK)
136-16	FM	R	**ORDINANCE NO. -2016** AN ORDINANCE FOR THE PREVENTION OF FIRES BY ESTABLISHING UNIFORM REGULATIONS FOR THE CONTROL OF FIRE HAZARDS AND FOR THE ENFORCEMENT OF SUCH REGULATIONS. 136-16(FM)
137-16	TR	F, R	**RESOLUTION NO.-2016** A RESOLUTION AMENDING 448-2001, AS AMENDED, ENTITLED "DESIGNATING BANKS AND TRUST COMPANIES FOR THE DEPOSIT OF MONIES RECEIVED BY THE COUNTY TREASURER". 137-16(TR)
138-16	PD	R	**RESOLUTION NO.-2016** A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 138-16(PD)
139-16	PD	R	**RESOLUTION NO.-2016** A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 139-16(PD)
140-16	PD	R	**RESOLUTION NO.-2016** A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 140-16(PD)
141-16	CE	V, R	**PROPOSED LOCAL LAW NO. -2016** A LOCAL LAW TO ADD TITLE 82 TO THE MISCELLANEOUS LAWS OF NASSAU COUNTY IN RELATION TO ENSURING SERVICE-DISABLED VETERANS HAVE GREATER PARTICIPATION IN COUNTY CONTRACTS.141-16(CE)
142-16	OMB	F, R	**ORDINANCE NO. -2016** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2015. 142-16(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
143-16	AT	F, R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF DIFFERENT UTILITY COMPANIES, AS SET FORTH IN VARIOUS ACTIONS PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 143-16(AT)
144-16	LE	R	**ORDINANCE NO. -2016** AN ORDINANCE TO PROVIDE INFORMATION RELATED TO SUN SAFETY TO LIFEGUARDS ASSIGNED TO NASSAU COUNTY OUTDOOR POOLS, BATHING BEACHES AND NICKERSON BEACH. 144-16(LE)

NASSAU COUNTY LEGISLATURE

11TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE ADDENDUM

APRIL 11, 2016 1:00 PM

C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
141-16	CE	V, R	**PROPOSED LOCAL LAW NO. -2016** A LOCAL LAW TO ADD TITLE 82 TO THE MISCELLANEOUS LAWS OF NASSAU COUNTY IN RELATION TO ENSURING SERVICE-DISABLED VETERANS HAVE GREATER PARTICIPATION IN COUNTY CONTRACTS.141-16(CE)

Nassau County

Office of Purchasing

Staff Summary A-04-2016

Subject : Environmental System Services (S/B 9844-11063-207, BPNC13000320)	Date: November 25, 2015
Department: Office of Purchasing	Vendor Name: HVAC Inc.
Department Head Name: Frank Intagliata	Contract Number A-04-2016
Department Head Signature	Contract Manager Name Mary Hoeflinger

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	1/25/16	Counsel to C.E.
	Budget	01/21/2016 BS	County Atty.
1/25/16	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC13000320 for Environmental System Services for various Nassau County departments has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since January 1, 2014 and based on anticipated usage will exceed $100,000.00 in 2015-2016. This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where 162 vendors were notified electronically of the bid. Minority Affairs was given a copy of the bid. One (1) bid was received. The blanket purchase order was awarded to HVAC Inc. as the lowest responsible bidder meeting bid specifications.

Impact on Funding: Blanket Purchase Order estimated annual usage will exceed One Hundred Thousand Dollars ($100,000.00) from general funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with HVAC, Inc.

APPROVED: 1/7/16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 25 P 4:17

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-04-2016**

FROM: MICHAEL SCHLENOFF, DEPUTY DIRECTOR
OFFICE OF PURCHASING

DATE: MOVEMBER 30, 2015

SUBJECT: RESOLUTION–VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS ($100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO HVAC INC. MEETING SPECIFICATIONS FOR ENVIRONMENTAL SYSTEM SERVICES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

for

MICHAEL SCHLENOFF
DEPUTY DIRECTOR
OFFICE OF PURCHASING

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BLANKET PURCHASE ORDER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
9844-11063-207

Dated: 10/24/2013

BID OPENING DATE
11/06/2013
11:00 A.M. E.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Mary Hoeflinger	(516) 571-5820	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE ENVIRONMENTAL SYSTEM SERVICES

- 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:
NASSAU COUNTY CORRECTIONAL CENTER
CARMEN AVENUE
EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11-3266966

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER HVAC, INC
ADDRESS 681 Grand Blvd Suite 7
CITY Deer Park STATE NY ZIP CODE 11729 TELEPHONE 631-243-4300
Susu Sukhapiwatana
SIGNATURE OF AUTHORIZED INDIVIDUAL
Susuma Sukhapiwatana
PRINT OR TYPE NAME OF SIGNER AND TITLE

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.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of 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 and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, 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 articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, 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.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, balling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: HVAC, Inc.

Address: 681 Grand Blvd, Suite 7 Deerpark, NY 11729

Telephone No: Fax No:

1. State Whether: A Corporation 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.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

QUALIFICATION STATEMENT

BIDDER'S NAME: HUAC, INC

ADDRESS: 681 Grand Blvd Suite 7, Deer park, NY 11729

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP ____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT
Gusuma Sukhapiwatana, [redacted]

~~VICE PRESIDENT~~

~~SECRETARY~~

~~TREASURER~~

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN? 1 year

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 20 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? _____
IF SO, WHERE AND WHY? NO

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Gusuma Sukhapiwatana	President	20 yrs	HUAC	CEO

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We Have Had Local 25 Men for 10 years

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER President TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

James Gerardi, COO

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: Eastport South Manor CSD
ADDRESS: 149 Dayton Ave
Manorville, NY 11949
TELEPHONE: 631-874-6533 CONTACT PERSON MR. Ron Ryan
CONTRACT DATE: On Going

2. REFERENCE'S NAME: Middle Country CSD
ADDRESS: 8 43rd St
Centereach, NY 11720
TELEPHONE: 631-285-8830 CONTACT PERSON Mr Frank fiorino
CONTRACT DATE: On Going

3. REFERENCE'S NAME: Uniondale UFSD
ADDRESS: 933 Goodrich St
Uniondale, NY 11553
TELEPHONE: 516-560-8815 CONTACT PERSON John Labare
CONTRACT DATE: On Going

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Susan Subhapwat — BIDDER
President — TITLE

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

President

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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 therefore 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 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gusu Sulkeepwat President
BIDDER TITLE

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.

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.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER President TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: HVAC, INC

Address: 681 Grand Blvd, Suite 7

City, State and Zip Code: Deer Park, NY 11729

2. Entity's Vendor Identification Number: 11-3266966

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):

Gusuma Sukhapiwatana - President

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.

Gusuma Sukhapiwatana - President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gusuma Sukhapiwatana — BIDDER

President — TITLE

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

(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: 12/10/2015

Signed: Gusuma Sukhapiwatang
Print Name: Gusuma Sukhapiwatang
Title: President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gusuma Sukhapiwatang BIDDER President TITLE

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER President TITLE

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.

N/A

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

N/A

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

N/A

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

President TITLE

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.**

N/A

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

N/A

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

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: 12/10/2015

Signed: Gusoma Sukhapewatte
Print Name: Gusoma Sukhapewatte
Title: President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gusoma Sukhapewatte — BIDDER

President — TITLE

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gwen Sukhapeuch — BIDDER

President — TITLE

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: 12/10/2015

1) Bidder's/Proposer's Legal Name: HVAC, INC

2) Address of Place of Business: 681 Grand Blvd Suite 7 Deerpark, NY 11729

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): Same As Above

Phone: 631-243-3400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: —

5) Federal I.D. Number: 11-3266966

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). _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ President TITLE

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. _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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.

Gregware, Daniel

From: Hoeflinger, Mary
Sent: Wednesday, January 20, 2016 4:18 PM
To: Gregware, Daniel
Subject: A4
Attachments: MX-M503N_20160120_165540.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

MX-M503N_20160120_165540.pdf;

Supplemented response received 01/20/2016 DSG
(pg. 22)

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. NONE

(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. NONE

(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. NONE

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.

We will enquire with contracting Agency and/or County Legal Counsel If Any Issue Arise Pertaining to 17(a)(i)(ii),(iii) and will Abide By their determination to ensure that Conflict of Intrest would Not Exist

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER President TITLE

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 Eastport South manor CSD

Contact Person Mr Ron Ryan

Address 149 Dayton Ave

City/State Manorville, NY 11949

Telephone 631-801-3047

Fax # 631-874-6783

E-Mail Address

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Company Uniondale UFSD

Contact Person John Labare

Address 933 Goodrich St

City/State Uniondale, NY

Telephone 516-560-8815

Fax # 516-918-1014

E-Mail Address

Company Middle Country CSD

Contact Person Mr Frank Fiorino

Address 25 N. Bicycle Path Ste B, Selden, NY 11784

City/State Selden, NY 11784

Telephone 631-285-8830

Fax #

E-Mail Address

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

President TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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, Gusuma Sukhapiwatana 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 10th day of December 2015

Notary Public

THERESA L. MORGAN
Notary Public State of New York
No. 01MO6108504
Qualified in Suffolk County
Commission Expires April 19, 2016

Name of submitting business: HVAC, INC

By: Gusuma Sukhapiwatana
Print name

Signature

President
Title

12 / 10 / 2015
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ President TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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 Gusuma Sukhapwatana
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 681 Grand Blvd Suite 7
   City/state/zip Deer Park, NY 11729
   Telephone 631-243-3400
   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 05/10/95 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 ✓ 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.

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BIDDER SIGN HERE Gusuma Sukhapwatana — BIDDER

President — TITLE

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 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, Gusoma Sukhapwatana 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 10th day of December 2015

Notary Public

HVAC, INC
Name of submitting business

Gusoma Sukhapwatana
Print name

Gusoma Sukhapwatana
Signature

President
Title

12 / 10 / 2015
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gusoma Sukhapwatana BIDDER President TITLE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gideon Sutherland President

BIDDER TITLE

A 4-15

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #9844-11063-207 for ENVIRONMENTAL SYSTEM SERVICES for Various Nassau County Departments as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, HVAC INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing, and

WHEREAS, the Director is representing to the Rules Committee that the firm HVAC INC. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with HVAC INC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: OCTOBER 6, 2013 AT 11 A.M.
BID NO: 9844-11063-207
REQ. NO: N/A
TITLE: ENVIRONMENTAL SYSTEM SERVICES

ITEM #	ARTICLE	UNIT	1 HVAC INC	2	3	4	5	6	7
B1	MINIMUM/CALL OUT CHARGE (IF ANY)	$	0.00						
B2	REGULAR HOURLY RATE	HR.	150.00						
B3	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	37.50						
B4	TRAVEL TIME (IF ANY)		0.00						
B5	MILEAGE (IF ANY)		0.00						
PARTS B6	MANUFACTURER'S LIST PRICE LESS	%	10%						
B7	COST PLUS	%	25%						
OVERTIME B8	MINIMUM CHARGE (IF ANY)	$	0.00						
B9	REGULAR HOURLY RATE	HR.	225.00						
B10	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	56.25						
PREPARED BY		TERMS	NET	NET	NET	NET	NET	NET	NET

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
9844-11063-207

Dated: OCT. 24, 2013

BID OPENING DATE
NOVEMBER 6, 2013
11:00 A.M. E.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: ENVIRONMENTAL SYSTEM SERVICES

- 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
NASSAU COUNTY CORECTIONAL CENTER
CARMEN AVENUE
EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE
30 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11-3266966.

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER HVAC INC.

ADDRESS 681 GRAND BLVD SUITE 7

CITY DEERPARK STATE NY ZIP CODE 11729 TELEPHONE (631) 243-4300

SIGNATURE OF AUTHORIZED INDIVIDUAL

GUSUMA SUKHAPIWANTANA. PRESIDENT.
PRINT OR TYPE NAME OF SIGNER AND TITLE

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.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of 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 and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, 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 articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, 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.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: HVAC INC.

Address: 681 GRAND BLVD SUITE 7 DEER PARK NY 11729

Telephone No: (631) 243-4300 Fax No: (631) 243-4310

1. State Whether: A Corporation 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.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9844-11063-207

QUALIFICATION STATEMENT

BIDDER'S NAME: HVAC INC.

ADDRESS: 681 GRAND BLVD SUITE 7 DEER PARK NY

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT GUSUMA SUKHAPIWATANA [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 35

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? NONE

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
G. SUKHAPIWATANA	MGR	35	HVAC	FOREMAN

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

HOLD CONTRACT FOR PREVIOUS YEAR

WE HAVE SERVICED BLDG

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** PRESIDENT **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

JAMES GERARDI C.O.O.

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 CSD

ADDRESS: 2 HITCHCOCK LANE OLD WESTBURY NY

TELEPHONE: (516) 876-5703 CONTACT PERSON MIKE BATKIEWICZ
CONTRACT DATE: ON GOING

2. REFERENCE'S NAME: JOHNSON CONTROLS

ADDRESS: 66 AERIAL WAY SYOSSET NY

TELEPHONE: (516) 822-0490 CONTACT PERSON DAN HAFFEL
CONTRACT DATE: ON GOING

3. REFERENCE'S NAME: WEST ISLIP UFSD

ADDRESS: CORNER OF BEACH AND SHERMAN AVE WEST ISLIP NY

TELEPHONE: (631) 893-3250 CONTACT PERSON J. BOSSE
CONTRACT DATE: ON GOING

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** PRESIDENT **TITLE**

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 _____ PRESIDENT
BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Check list 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

(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 therefore 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 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

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.

DEFINITIONS:

•The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
•The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
•The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
• The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
• The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
• The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
• The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing an ENVIRONMENTAL SYSTEMS service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum

period of any Blanket Order 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.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.
**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name	**Date**
By Signature	**Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE John McSpadden — **BIDDER**

PRESIDENT — **TITLE**

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration 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 or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County 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.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9844-11063-207

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 5 day of NOVEMBER, 20 13 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: HVAC INC.

Address: 681 GRAND BLVD SUITE 7

Street:

City, Town, etc: DEER PARK NY 11729

Telephone: (631) 243-4300 Title: PRESIDENT

If applicable, responsible Corporate Officer

Name GUSUMA SUKHAPIWANTANA Title PRESIDENT

Signature: Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid 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 forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an 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.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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.

NON PERFORMANCE

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 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 will arrange for the work to be 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.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that 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 and Human Services, or the Comptroller 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 six (6) years after the furnishing of any of the services described in this contract.

Governing Law – 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.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call Keith Sather at 516-572-3810 to arrange for an appointment to visit the site.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

Specifications

Contractor to perform environmental services for the Honeywell Graphic Central Environmental Control System located throughout NC Correctional Center. Additionally, pneumatic temperature control services shall be performed, as requested.

All service requests shall be responded to within Four (4) hours unless emergency service is specified. Contractor must be available to perform services as needed 24 hours a day, 7 days a week.

Contractor to provide additional training services onsite and training for all software upgrades & revisions for the Graphic Central System.

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES _____ $ 0

B2) REGULAR HOURLY RATE at $ 150.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at $ 37.50 /¼ hr.

B4) TRAVEL TIME (IF ANY) 0

B5) MILEAGE (IF ANY) 0

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS -10% %

B7) COST PLUS % +25% %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's

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BIDDER SIGN HERE _____ PRESIDENT.
BIDDER **TITLE**

list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: AS/MFG days

LABOR: 90 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) $ 0

B9) REGULAR HOURLY RATE at $ 225.00 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at$ 56.25 / ¼ hr.

RESPONSE TIME 4 HRS

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

FORMAL BID RECOMMENDATION

BID NUMBER: 9844-11063-207 OPEN DATE: 11/6/13

TITLE: Environmental System Services

DATE:

TO: BUYER: GROUP : FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 11/6/13

To: Supervisor From: Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the attached page.

Buyer

Date:

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Supervisor

Date: 4/6/13

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

	Bid Results
All	HVAC Inc.

DPS-B021
PR-1491.3/72 Rev.3/01

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 01

TO CONTRACTOR:
113266966
HVAC INC.
681 GRAND BLVD
SUITE #7
DEER PARK NY 11729-

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
FISHER, FRANCES XT 16679
(516) 571-6679

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	12/31/2016	01/01/14	0%	NET 30

TERMS:

****
TITLE: ENVIRONMENTAL SYSTEM SERVICES
****
AUTHORITY: AWARDED UNDER S/B # 9844-11063-207 AFTER PUBLISHED NOTICE
****
REPLACES BPN100000439
****
BUYER: FRAN FISHER
''''''

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
2	910-36 HEATING, A/C, VENTILATION M/R		EA	37.5000
	LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY: EACH ADDITIONAL QUARTER HOUR			
3	910-36 HEATING, A/C, VENTILATION M/R		EA	225.0000
	OT RATES: ALL OTHER TIMES AFTER 5:00PM OR BEFORE 9AM MON THRU FRI, OR ANY TIME ON SAT OR SUN). REGULAR HR RATE MINIMUM CHARGE----------0			
4	910-36 HEATING, A/C, VENTILATION M/R		EA	56.2500
	EACH ADDITIONAL 1/4 HR			
5	910-36 HEATING, A/C, VENTILATION M/R		EA	.0001
	PARTS: MANUFACTURER'S LIST PRICE {MLP} LESS----10% COST PLUS%----------25%			

---------- END OF ITEM LIST ----------

TERMS:

SPECS: PERFORM REQUESTED ENVIRONMENTAL SYSTEM SERVICES FOR THE HONEYWELL GRAPHIC CENTRAL ENVIRONMENTAL CONTROL SYSTEM LOCATED THROUGHOUT NCCC. ADDITIONALLY, PNEUMATIC TEMPERATURE CONTROL SERVICES SHALL BE PERFORMED, AS REQUESTED. ALL SERVICE SHALL BE RESPONDED TO WITHIN 4 HRS UNLESS EMERGENCY SERVICE IS SPECIFIED.

****

CONTRACTOR'S RESPONSE TIME: 4 HRS.

CONTRACTOR TO PROVIDE ADDITIONAL TRAINING SERVICES ONSITE AND TRAINING FOR ALL SPFTWARE UPGRADES & REVISIONS FOR GRAPHIC CENTRAL SYSTEM.

WARRANTY PERIOD: ON SERVICE, REPAIR, RENDERED

PARTS: AS MFG.

LABOR: 90 DAYS

****

<< CONTINUED, NEXT PAGE >>

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

AUTHORITY: AWARDED UNDER SEALED BID # 9844-11063-207 AFTER PUBLISHED notice.

WORK TO BE PERFORMED FOR: NC CORRECTIONS CENTER
CARMAN AVE
E MEADOW NY 11554

CONTACT: KEITH SATHER @ 516 572-3810

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

ALL PRICES, TERMS AND CONDITIONS OF THE AFOREMENTIONED BID SHALL APPLY TO THIS CONTRACT AND ANY AMENDMENTS THERETO.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * * * * *

<< CONTINUED, NEXT PAGE >>

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL** *** BE RETURNED TO YOU UNPAID.**********

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed TO THE PURCHASING DIR. THE DECISION AS TO WHETHER OR NOT SUCH INCREASES WILL BE GRANTED SHALL BE MADE BY THE PURCHASING DIRECTOR & shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and

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negligence of vendor's personnel, with a combine single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
4. INSURANCE POLICIES OF ANY KIND ARE ACCEPTABLE FROM AETNA INsurance Company or its affiliates.
5. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER.

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 & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002,entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.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 & 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

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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/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's 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 Publics Works when made. A copy of the utilization plan and 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

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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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(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 is 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 the 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 impositions 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, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director,

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within ten days (10) of receipt of the arbitrators award and recommendtions, 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 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 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 following term meanings shall apply:

"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.

"County Contract" shall mean (i)a written agreement or purchase

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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 any other securities.

"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) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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

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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 the 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 time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

"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.

"Subcontract" shall mean an agreement consisting of part or

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parts of the contracted work of the County Contractor.

"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.

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 SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, 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

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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.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order to this Office to the attention of:

ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
ONE WEST STREET
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (Form ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder agrees that all political subdivisions of New York State, and all other entities authorized by law to make such purchases, may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

GENERAL CONDITIONS (REPAIRS):

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

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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 INTERMEMBER WITH 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 OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY 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 THE USING AGENCY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

THIS BLANKET PURCHASE ORDER ESTABLISHES TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL BE UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

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 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

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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 WILL ARRANGE FOR THE WORK TO BE 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.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

****

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY
Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.
The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanies by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.
BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
2. DETAILS OF PARTS USED:
   IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING

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WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC #2013009001 NASSAU COUNTY, 54 PAGES.
Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.
//
Governing Law - 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.
//
ATTACHMENT: PREVAILING WAGE PKG.

1) THIS BLANKET ORDER IS EXTENDED TO 12/31/2015
PER CONC14002045.

2) Insurance Coverage: Evidence of liability and Workman's Compensation coverage is an integral part of this contract, and is to be sent within ten (10) business days after the receipt of this Blanket Order to this office:
ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
1 West Street
North Entrance
Mineola, NY 11501

Evidence such as Form ACCORD 25-S or U-26.3 must list the Blanket Order Number and the Buyers name.

3) All other prices, terms and conditions remain the same.

REFERENCE: PERIOD COVERED CLAUSE, PAGE 3, AND VENDOR'S LETTER OF 10/31/2014 FROM TRACEY TREGLIA.

CONC15002451 AUTHORIZES THE EXTENSION OF B/O #BPNC13000320 TO 12/31/2016 PER VENDOR LETTER DATED 12/14/2015 SIGNED BY JAMES GERARDI, CHIEF OPERATION OFFICER
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

B04-16

Nassau County
Department of Public Works

Staff Summary

Subject : Cedar Creek Chemical Reduction Project 3340 Merrick Road, Wantagh, NY 11793	Date: January 15, 2016
Department : Public Works	Vendor Name: R.J. Industries, Inc.
Department Head Name Shila Shah-Gavnoudias, Commissioner	Contract Number: S35114-10G
Department Head Signature	Personal Services ____ Blanket Res ___ Calendar ____ Bid √ Rules Comm. ____
Project Manager Name: Joseph N. Walker Phone Number: (516) 571-7512	Contract Manager Name: Joseph N. Walker Phone Number: (516) 571-7512

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
1/20	Dept. Head	1/25/16	Counsel to C.E.
RS 1/22/16	Budget	01/25/2016	County Atty.
1/25/16	Deputy C.E.		County Exec.

Narrative

Purpose:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

Discussion:

A total of three (3) firms bid. The contract was publicly bid in accordance with General Municipal Law 103. R.J. Industries, Inc. was the lowest responsible bidder with a base bid in the amount of $12,627,700.00.

Impact on Funding:

The contract provides for the expenditure of $12,627,700.00. Bids were opened on December 8, 2015. The lowest responsible bidder, R.J. Industries, Inc. has provided the County with a bid proposal which meets the Departments requirements. Funds for this contract are available in Capital Project No. S35114.

Recommendation:

The Department recommends this contract be approved as submitted.

2016 JAN 25 P 2:24

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

BC:ss
Revised 2/20/02

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: R.J. Industries, Inc.

2. Dollar amount requiring NIFA approval: $ 12,627,700

Amount to be encumbered: $ 12,627,700 1/4/16

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: 630 Calendar Days

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:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

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.

Rosann Dallas 1/25/16

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.

B04-16

RO -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 R.J. INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S35114-10G, ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of R.J. INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 12,627,700 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 20, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S35114-10G

Title: CONTRACT S35114-10G – ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP

Bids received on: December 8, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **R.J. Industries, Inc.,** as the lowest responsible bidder with a total bid amount of **$12,627,700.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

REQUEST TO INITIATE RTI Number 15-0402

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: S35114-013C Glen Cove WPCP – Preliminary Treatment Improvements

Department: Public Works Project Manager: Thomas A. Immerso Date: December 2, 2015

Service Requested: Design of the Glen Cove Preliminary Treatment Improvements Project

Justification: Mechanical bar screens, screw conveyor, influent pumps, grit removal, motors and ancillary piping and controls are critical components of the Glen Cove WWTP and are approaching the end of their useful life. Replacing the worn and obsolete equipment with new more efficient equipment will improve reliability of this critical infrastructure and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $430,000.00
Circle appropriate phase

Total Project Cost: $ 5,990,375
Includes, design, construction and CM

Date Start Work: 12/18/15 (RFP)
Phase being requested

Duration: 36 months (Design)
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: K. Angrew SIGNATURE 12/15/15 DATE

Funding Code: 35114 013
use this on all encumbrances

Timesheet Code: 35114 013
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.

	Vendor	Quote	Comment
1.	RJ Industries	$12,627,700.00	
2.	Posillico Civil Inc.	$14.694,000.00	
3.	Silverite Construction Co. Inc.	$16,200,000.00	
4.			

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Division of Administration
Att: Loretta V. Dionisio, Hydrogeologist II

FROM: Division of Engineering
Water/Wastewater Engineering Unit

DATE: January 15, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No. S35114-10G

Title: Cedar Creek WPCP Chemical Reduction Project

Engineer's Estimate: $15,369,482.00

Bids Received On: December 8, 2015

The bids received for the above-mentioned contract have been examined; and, the bid submitted by R.J. Industries, Inc. in the amount of $12,627,700 is acceptable as the lowest responsible bidder.

We believe awarding the contract to R.J. Industries, Inc. is in the County's best interest as their bid amount was below the engineers estimate.

Since this bid is less than the engineer's estimate (18%); and, adequate funds are available (Capital Project No. CSW S35114), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find a completed Staff Summary, NIFA form, and Request to Initiate form for your information and use. Also, included is the design engineer's recommendation.

Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:cs
Attachments
c: Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Joseph N. Walker, Assistant Superintendent of Water Supply

S35114-10G - General Contracting

Cedar Creek Water Pollution Control Plant Efficiency Capital Improvement Chemical Reduction

Bid Opening: 12/8 /2015

Engineer: Joseph Walker **Phone:** (516) 571-7580

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Amt Bid	$12,627,700.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% Amt Bid	$14,694,000.00	$0.00
Silverite Construction Co., Inc	520 Old Country Road West Hicksville, NY 11801	Zurich American Insurance Co	10% Amt Bid	$16,200,000.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

CDM Smith

60 Crossways Park West, Suite 340
Woodbury, NY 11757
tel: 516-496-8400
fax: 516-921-1521

January 8, 2016

Joseph L. Davenport, P.E.
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Subject: Nassau County, New York - Wastewater Facilities Efficiency Improvements
Contract No. S35114-10G Onsite Hypochlorite Generation (OSHG) Project
Bid Evaluation and Recommendation

Dear Mr. Davenport:

On December 8, 2015, Nassau County Department of Public Works (NCDPW) received three bids for the above referenced project. Camp Dresser McKee & Smith (CDM Smith) has performed a bid analysis of the bids received. Below is our summary of the analysis, references, and recommendation.

Bid Analysis

CDM Smith has reviewed the lump sum bids for Contract No. S35114-10G which are summarized as follows:

	Engineer's Opinion Of Probable Construction Cost	R.J. Industries, Inc.	Posillico Civil, Inc.	Silverite Construction Co, Inc.
ITEM NO. 1 - LUMP SUM OF BASE BID	$15,146,482	$12,350,700	$14,384,000	$15,850,000
ITEM NO. 2 - ALLOWANCE FOR MISCELLANEOUS ADDITIONAL WORK	$250,000	$250,000	$250,000	$250,000
ITEM NO. 3 - LUMP SUM - CPM SCHEDULING SYSTEM	-	$27,000	$60,000	$100,000
TOTAL	**$15,396,482**	**$12,627,700**	**$14,694,000**	**$16,200,000**

R. J. Industries, Inc (R.J. Industries) is the apparent low bidder with a bid that is approximately $2.7 million (17.8%) less than the Engineer's Opinion of Probable Construction Cost. We believe the bid offered by R.J. Industries is reasonable and R.J. Industries has affirmed their commitment to the County to honor this bid price.

References

Name: John Berchtold, Suffolk County DPW
Project: Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement Project
Completed: 2014

Mr. Berchtold indicated R.J. Industries is very good to work with, professional, responsive and accessible. The project went well and Mr. Berchtold said R.J. Industries is capable of handling a project in the $13M size range.

Name: Joseph Mautarano, D&B Engineers and Architects
Project: Great Neck WPCD Plant Upgrade and Expansion Project; Mictoturbine Cogeneration Facility Project
Completed: 2014 (both projects)

Mr. Mautarano confirmed his work experience with R.J. Industries on the Great Neck WPCD Plant Upgrade and Expansion to 5.3 MGD and the Mictoturbine Cogeneration Facility projects. Mr. Mautarano stated R.J. Industries was easy to work with, finished on time, was reasonable on change orders, and performed satisfactorily. Mr. Mautarano indicated he would use them for work in the future.

Nassau County DPW has also worked with R.J. Industries on past projects, and is currently working with them on the Heating Hot Water Piping Temporary System at the Bay Park STP. The County has indicated they are satisfied with R.J. Industries work.

Past Experience

CDM Smith also reviewed the Qualification Statement submitted with R. J. Industries, Inc.'s proposal. From the list of current and past projects performed, it is apparent that R. J. Industries has at least nine (9) projects involving work for the Nassau County DPW (NCDPW) and has performed work at the Cedar Creek WPCP. Contracts with the NCDPW range in value from $0.8M to $28.7M.

In addition to work with the NCDPW, R. J. Industries has significant experience with projects involving wastewater facilities in the area.

Award Recommendation

Based upon the above, CDM Smith recommends that this contract be awarded to the lowest responsive responsible bidder, RJ Industries, in the amount of $12,627,700. CDM Smith's recommendation is based on confirmation by the County of R.J. Industries compliance with the bonding, insurance, and other bidding requirements of the Contract, and satisfactorily providing all "Additional Information" as requested by the County in a letter dated December 30, 2015 to R.J. Industries.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to working with the County during the construction phase of this important project.

Sincerely,

Howard Matteson, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: J. Walker, Nassau County
C. Korzenko, CDM Smith

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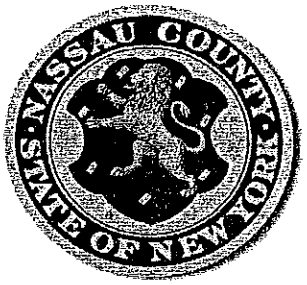
George Maragos
Comptroller



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: R.J. Industries, Inc.

CONTRACTOR ADDRESS: 75 East Bethpage Rd. Plainview, NY 11803

FEDERAL TAX ID #: 11-3401288

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 Newsday on November 6, 2015. The sealed bids were publicly opened on December 8, 2015. Three [3] 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.

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

1/20/16

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.

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: October 29, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Creek WPCP – Chemical Reduction Project
S35114-10G General Construction Contract

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:
General construction at the Cedar Creek Water Pollution Control Plant

2. The work involves the following:
Construction of an on-site sodium hypochlorite generation facility at the Cedar Creek Water Pollution Control Plant.

3. An estimate of the cost is: $12,148,082

4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (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:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
Joseph N. Walker, Assistant Superintendent Water Supply

NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: R.J. Industries, Inc.

Bidder:

(Individual, Firm or Corporation as case may be)

Bidder's Business Address: 75 East Bethpage Road; Po Box 349 Plainview, NY 11803

Telephone: 516-845-9772 Date of Bid: Dec. 8, 2015

FAX: 516-454-1759

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PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

Name and Residence of Partner: _____

Name and Residence of Partner: _____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: Richard O. Felicetta

[redacted]

Name and Residence of Vice-President: John C. Doremus

[redacted]

Name and Residence of ~~Secretary~~ V.P.: John E. Koziarz

[redacted]

Name and Residence of Treasurer Secretary: William J. Doremus

[redacted]

NO TEXT THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this Bid; and that no other person, firm or corporation, except those herein named, has any interest in this Bid or in the Contract proposed to be entered into.

2. That this Bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or will become interested directly, or indirectly, as a contracting party, partner, stockholder, Surety or otherwise in this Bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the Work; the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach the Contractor shall be required to have such a license.

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I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.
7. Bids may be rejected if the County determines that the contractor's experience and qualification statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning maintenance of plant operations (MOPO) and complex phasing and sequencing of equipment on and off line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate price bid, if any.

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THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S35114-10G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all General Construction work associated with the proposed onsite hypochlorite generation facilities at Cedar Creek WPCP. Twelve Million, three hundred and fifty thousand, seven hundred dollars Dollars NO Cents	—	—	$12,350,700	00
2	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two-Hundred and Fifty Thousand Dollars No Cents	$250,000	00	$250,000	00
3	Lump Sum	For furnishing all services, copies, and incidentals required to provide Critical Path Method Scheduling System in accordance with, but not limited to, Section 01311. Twenty Seven Thousand and NO Dollars Cents	27,000	- -	27,000	00

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): $ 12,627,700

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): MUST BE WRITTEN IN WORDS:

Twelve Million, six hundred twenty Seven thousand, Seven hundred dollars + No cents
DOLLARS CENTS

GENERAL CONSTRUCTION

ALLOWANCES. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 2: An Allowance of Two Hundred and Fifty Thousand dollars ($250,000) for miscellaneous additional work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01025, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and all allowance items.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system supplier for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

SPECIFICATION NUMBER	DESCRIPTION	MANUFACTURER OR SUPPLIER
11344	FRP Chemical Storage Tanks	Kane Davey Associates Process Controls Process Equipment Sales or Equal
11500	Sodium Hypochlorite OSG Equipment Package	Electrolytic Technologies, LLC (Coral Geyes, Fc) or Equal
13125	Metal Building Systems	Butler Buildings or Equal
15855	Air Handling Units	Carrier, Trane or Equal
16450	Low Voltage Switchgear	Square D or Equal
16480	Low Voltage Motor Control Centers	Square D or Equal
16502	Lightning Protection System	~~Square D~~ Approved Lightning or Equal
16720	Fire Alarm System	~~Square D~~ Simplex or Equal

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IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

12/8/15
Signature/Date

Richard O. Felicetta, President
Print Name and Position

Richard O. Felicetta, Pres

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MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Richard O. Felicetta,
President

R.J. Industries, Inc.
(Name of Business)

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all Work in accordance with the Plans and Specifications:

Bidder: R.J. Industries, Inc.
(Individual, Firm or Corporation as case may be)

Individual's Social Security No.: _____

Federal I.D. No. 11-3401288

By: _____
(Signature of Individual, Partner or Corporate Officer)

(Print): Richard O. Felicetta

Title: President

(Where Bidder is a Corporation Add)

ATTEST: _____
Secretary

(Corporate Seal)

NO TEXT THIS PAGE

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20_____.

_____
Notary Public

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Richard O. Felicetta Being duly sworn, deposes and says: That he resides at Suffolk County, NY at he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said Corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me this 8 day of Dec. 20 15.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

NO TEXT THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. 535114-10G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
R.J. Industries, Inc. 75 East Bethpage Rd. Plainview, NY 11803 Federal ID No.: 11-3401288	Energy Efficiency, Chemical Reduction Project at Cedar Creek WPCP	12/8/15	$12,627,700.

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [x] Plumbing and Gas Fitting
- [x] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only one.* Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Bano Electric Farmingdale, NY Federal ID No.	☐	☐	☑	Electric / Division 16	$2,200,000
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: Vice President Date: 12/8/15

NO TEXT THIS PAGE

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP Upgrade & Expansion - GC & Mechanical	Village of Patchogue	Steven Cluff H2M Group 631-756-8000	$8,906,550	2011

As of June 30, 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010

As of June 30, 2015

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned R.J. Industries, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2nd day of December, 20 15

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S35114-10G for the Energy Efficiency Chemical Reduction Project; Cedar Creek WPCP Contract No. S35114-10G - General Construction.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

R.J. Industries, Inc.
75 East Bethpage Road, P.O. Box 349, Plainview, NY 11803
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
William J. Doremus,
Secretary-Treasurer.

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Surety

by _____ (L.S.)
Title of Officer Susan Lupski, Attorney-In-Fact

Witness:
~~Attest~~: _____ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXX~~ Desiree Cardlin

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 3rd day of December, 2015, before me personally came William J. Doremus to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the Secretary-Treasurer of the R.J. Industries, Inc. the corporation described in, and which executed the foregoing 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.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)
)
ss.:
COUNTY OF Nassau)

On this 2nd day of December , 20 15 , before me personally came Susan Lupski to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within 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 the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski and knows him to be the Attorney-In-Fact of said company; that the signature of the said Susan Lupski subscribed to the within instrument is in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice .

DANA GRANICE
Notary Public, State of New York
No. 01GR6099128
Qualified in Suffolk County
Commission Expires 9/22/2019

Notary Public

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. [redacted]

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Wod-Warren; Nelly Renchiwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of July 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of July, 2015 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 02 2015 day of _____, 20____

By: Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 AM and 5:00 PM EST on any business day.

LMS 12873 122013

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets	Liabilities
[redacted]	[redacted]

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/15

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of [redacted] as is shown by its sworn financial statement for the **Year-End as of December 31, 2014**, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov

PROPOSAL

SUBCONTRACTOR LIST AND SCHEDULE OF VALUE

Cedar Creek WPCP
Chemical Reduction Project

Onsite Hypochlorite Generation Facility

BIDDER: R. J. Industries, Inc.

SUBCONTRACTORS:

1. Plumbing:
   a. Company: Self Perform
   b. Address:
   c. Telephone:
   d. Contact Name:
   e. Subcontract Value:

2. Heating, Ventilating, and Air Conditioning
   a. Company: Self Perform
   b. Address:
   c. Telephone:
   d. Contact Name:
   e. Subcontract Value:

3. Electrical:
   a. Company: Bene Electric
   b. Address: Gazza Blvd. Farmingdale, NY
   c. Telephone: 631-249-6110
   d. Contact Name: Steve Bender
   e. Subcontract Value: $2,700,000.

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NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

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COUNTY OF NASSAU

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

1. Name of the Entity: R.J. Industries, Inc.

Address: 75 East Bethpage Road; PO Box 349

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3401288

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sub 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):

Richard O. Felicetta, President [redacted]

John C. Doremus, Vice President

John E. Koziarz, Vice President

William J. Doremus, Secretary-Treasurer

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.

see response to question #4

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.

R.J.I. Mechanical, Inc. 18-15 129th Street; College Point, NY 11356
affiliate of R.J. Industries, Inc.

RJ/Scalamandre, JV 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc. and Peter Scalamandre and Sons Corp.

BSRJ A T/V 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc., Peter Scalamandre and Sons, Corp and Bana Electric Corp.

**None of the affiliates are currently scheduled to perform on contract S35114-10G.

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: 12/8/15

Signed:

Print Name: Richard O. Felicetta

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.

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.

None

---

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

N/A

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

N/A

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.**

N/A

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

N/A

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: 12/8/15

Signed: [signature]

Print Name: Richard O. Felicetta

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.

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.

Richard O. Felicetta, President

Name and Title of Authorized Representative

m/d/yy

Signature

12/8/15

Date

R.J. Industries, Inc.

Name of Organization

75 East Bethpage Road; PO Box 349; Plainview, NY 11803

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: November 10, 2015

1) Bidder's/Proposer's Legal Name: R.J. Industries, Inc.

2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803

List all other business addresses used within last five years: n/a

3) Mailing Address (if different): 75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Phone : 516-845-9772

Does the business own or rent its facilities? n/a

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-3401288

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 x No ____ If Yes, please provide details: RJ manages BSRJ A T/V & RJ/Scalamandre, JV out of it's main office in Plainview, NY.

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. R.J.I. Mechanical, Inc.

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. none

(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. none

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.

17)a)(ii) In 2014, RJ had an open position for an MWBE Officer; we attempted to fill the position with a former employee who was our MWBE Officer but she declined. We received a resume from Brittany Pedenzin, who happens to be related to Robert Pedenzin, an employee of Hazen and Sawyer, the engineering firm currently working for Nassau County.
Brittany was hired and has been working as our MWBE officer on all RJ (& related) projects since April 7, 2014.

17)b) We would be willing to assist Nassau County on any initiatives that would help the County maintain protocols that eliminate potential conflicts of interest. Should we learn of any potential / questionable issues that may arise, we intend to notify the County for its determination of what is appropriate.

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; 9/2/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company; see attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 25 non-union / union varies (25-35)

vi) Annual revenue of firm; [redacted]

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.

see enclosed schedule of projects

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company see attached

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

Company

Contact Person

Address

City/State

Telephone

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, Richard O. Felicetta, 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 8th day of December 2015

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

Name of submitting business: R.J. Industries, Inc.

By: Richard O. Felicetta
Print name

Signature

President
Title

12 / 8 / 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 Richard O. Felicetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   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 9 / 2 /1997 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. Stockholder (45% interest in R.J. Industries, Inc.)

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 x If Yes, provide details.
   Personal Guarantor - RJ (& affiliated) credit lines at Signature Bank

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.
   Managing Member of RJ/Scalamandre, JV and BSRJ A T/V

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 x If Yes, provide details.
   See Attached Schedule of Projects

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, Richard O. Felicetta, 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 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

R.J. Industries, Inc.

Name of submitting business

Richard O. Felicetta

Print name

Signature

President

Title

12 / 8 / 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 John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   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 9 / 2 / 1997 to present ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES x 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 x If Yes, provide details. Personal Guarantor - Signature Bank credit lines

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.
   BSRJ a T/V & RJ/Scalamandre, JV

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 x If Yes, provide details.
   see attached

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, John C. Doremus, 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 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

RJ Industries, Inc.

Name of submitting business

John C. Doremus

Print name

Signature

Vice President

Title

12 / 8 / 15

Date

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had?

   a. as a Prime Contractor 7

   b. as a Subcontractor 17

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to you? no
   If so, identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? no
   If so, identify the project, the owner, the contract amount, the circumstances and the date of all default actions.

c. ever been declared a non-responsible bidder by any municipality or public agency? no

If so; identify the project, the owner, the contract amount, the circumstances and date of all such declarations.

d. ever been barred from bidding municipal or public contracts? no

If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm?

a. that failed to complete a construction contract? no

If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no

If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no

If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts?
no

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? no
If so; state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

Real Estate Partnership 512 W 185th Street, LLC (minority interest)

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard O. Felicetta,	President,	27 yrs,	General & Mechanical	Executive/Project Mgt
John C. Doremus,	Vice President,	24 yrs,	General & Mechanical	Executive/Project Mgt
John E. Koziarz,	Vice President,	24 yrs,	Mechanical	Proj. Mgmt.
William J. Doremus,	Sec. Treasurer	16 yrs.		Finance/Admin

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Signature Bank - 2010 Grove RT 600E (50 Ton Crane)

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.
Review of contract documents & pre-bid site visit

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.
Will perform in accordance with owner approved schedule

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.
John Doremus

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
See attached sample certificate			

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Richard O. Pelicetta, President

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Richard O. Felicetta
Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
R.J. Industries, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 8th day of December, 2015

Notary
EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2016

(Form of affidavit where Bidder is a firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says:
That he is a member of
the firm in which executed the foregoing bid; that he duly subscribed in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
this day of , 20

Notary

(Form of affidavit where Bidder is a individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
this day of , 20

Notary

R.J. Industries, Inc.
75 East Bethpage Road
P.O. Box 349
Plainview, New York 11803-0349

Phone: (516) 845-9772
Fax: (516) 454-1759

January 6, 2016

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Att: Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

Re: Contract No. S35114-10G
Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
M/WBE Utilization Waiver Request

Dear Commissioner,

Reference is made to the above noted Project. Please find enclosed our M/WBE utilization plan for the above project.

There are several items where we were unable to locate a certified M/WBE firm to provide the following scopes of work.

Spec. Section	Description	Amount
01020	Allowances	250,000.00
	Bond (Insurance)	588,720.00
02316	Auger Cast Grout Piles	860,000.00
	Metal Building System	556,000.00
11344	FRP Chemical Storage Tanks	218,000.00
11500	OGS Tanks	3,380,000.00
	Total Requested Waiver	**5,852,720.00**

Therefore, we respectfully request a waiver for the project whereby our goal is calculated by a modified contract amount to reflect this situation. Should you accommodate our request and approve our waiver, our amended goal would be as follows:

Original Contract Amount	12,627,700.00
Less Waived Items	5,852,720.00
Amended Contract for M/WBE Goal Purposes	$6,774,980.00
Amended M/WBE Goal – 20%	$1,354,996.00

We trust the above is in order and await your timely reply.

R.J. Industries, Inc.

Very truly yours,
R.J. Industries, Inc.

Richard Felicetta
President

JD/ed

cc: Brent Chow (Jacobs)
John Koziarz (RJ)
Joe Walker (NC)
John Doremus (RJ)

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: R.J. Industries, Inc.
Address (street/city/state/zip code): PO BOX 349, Plainview, NY 11803
Authorized Representative (name/title): Richard Felicetta, President
Authorized Signature:
Contract Number: S35114-10G
Contract/Project Name: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
Contract/Project Description: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$12,627,700.00		
Total MBE Dollar Amount	$225,000.00	MBE Contract Percentage	1.78%
Total WBE Dollar Amount	$290,000.00	WBE Contract Percentage	2.29%
Total Combined M/WBE Dollar Amount	$515,000.00	Combined M/WBE Contract Percentage	4.07%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Sirina Fire Protection Address: 151 Herricks Road City: Garden City State/Zip Code: NY, 11040 Authorized Representative: Anthony Florez Telephone No. 516-942-0400	Sprinkler System	Amount ($): 75,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: A K De Rama Industrial Control Systems Inc. Address: 253 Sheffield Street City: Mountainside State/Zip Code: NJ, 07092 Authorized Representative: Antonio De Rama Telephone No. 908-789-1600		Amount ($): 150,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: DME Construction Associates, Inc. Address: 126 Old Field Road City: Setauket State/Zip Code: NY, 11803 Authorized Representative: Peter Chardon Telephone No. 631-689-2616	Roofing	Amount ($): 145,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Atlantic Reinforcing Concrete Co., Inc. Address: 14 Burt Drive, Unit G City: Deer Park State/Zip Code: NY, 11729 Authorized Representative: Erin Lynam Telephone No. 631-242-5020		Amount ($): 125,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Hailey Insulation Corporation Address: 585 Route 25A City: Rocky Point, NY 11778 State/Zip Code: NY, 11778 Authorized Representative: Amy Donnelly Telephone No. 631-689-0450		Amount ($): 20,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Contract ID#: CQDA15000017

Department: District Attorney

E-5-16

Contract Details

SERVICE Resource Coordinator

NIFS ID #: CQDA15000017 NIFS Entry Date: 11/10/15 Term: from 03/15/15 to 03/14/16

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		County Department
Name **Fund for the City of New York, Center for Court Innovation**	Vendor ID# **13-2612524**	Department Contact **Jeffrey Stein** **Chief Administrative Officer**
Address 520 8th Avenue, 18th Floor New York, NY 10018	Contact Person Liberty Aldrich, General Counsel	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501
	Phone (646)386-3830	Phone (516)571-3562

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* Y	11/10/15 11/16/15		
	OMB	*NIFS Approval (Contractor Registered)* ☐	11/17/15	William Cote	Yes ☐ No ☐ Not required if blanket resolution
11/30/15	County Attorney	*CA RE & Insurance Verification* ☑	12/1/15		
12/1/15	County Attorney	*CA Approval as to form* ☑	12/2/15		Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	12/14/15	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
12/10/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/10/15		

RECEIVED CLERK OF THE NASSAU COUNTY LEGISLATURE 2015 DEC 23 P 4:25

PR5254 (1/06)

Contract ID#: CQDA15000017

Department: District Attorney

Contract Summary

Description: **Resource Coordinator for the Nassau County Adolescent and Diversion Part**

Purpose: To provide and supervise a full time dedicated resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part. The purpose of this program is to ensure that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduce the likelihood that they will be trapped in a cycle of re-offending. Additionally, the program has an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety.

Method of Procurement:
The Fund for the City of New York, Center for Court Innovation (the Center) is a unique public/private partnership between the New York State Unified Court System and the Fund for the City of New York. The Center has an ongoing, formal contractual relationship with the Unified Court System and functions as its research and development arm. (See attached Sole Source Justification)

Procurement History:
N/A

Description of General Provisions:
Twelve Month contract from March 15, 2015 to March 14, 2016, in the amount of Ninety-Six Thousand Seven Hundred Forty Three dollars ($96,743.00), to provide a resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part.

Impact on Funding / Price Analysis:
None, This is funded through NYS forfeiture funds.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DAGRT891BOTH
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$96,743.00
Capital	$
Other	$
TOTAL	$96,743.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/ DE500	$96,743.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$96,743.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Tracy Niedfeld** Date: **11/10/15**

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 12/15/15
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEYS OFFICE AND FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

WHEREAS, the County has negotiated a personal services agreement with the Fund for the City of New York, Center for Court Innovation for providing and supervising a full time dedicated resource coordinator for the Nassau County Adolescent Intervention and Diversion Part, 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 the Fund for the City of New York, Center for Court Innovation.

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: **Fund for the City of New York, Center for Court Innovation**

CONTRACTOR ADDRESS: **520 8th Avenue, 18th Floor, New York, NY 10018**

FEDERAL TAX ID #: **13-2612524 (02)**

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.

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

10/16/15
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.

Sole Source Justification for Contract with the Center for Court Innovation

Organization Name: Fund for the City of New York, Center for Court Innovation

The Center for Court Innovation (the Center) is a unique public/private partnership between the New York State Unified Court System and the Fund for the City of New York. The Center has an ongoing, formal contractual relationship with the Unified Court System and functions as its research and development arm. The Center has a long history of developing and sustaining innovative court-related initiatives in New York, including the Midtown Community Court, the Brooklyn Treatment Court, and the Red Hook Community Justice Center. The Center has received both a Harvard University Innovations in American Government Award and the Peter Drucker Award for Innovation in honor of its unique role in fostering court innovation in New York State and nationally.

The Nassau County Adolescent Diversion Part is a groundbreaking partnership between the Office of Court Administration, the Nassau County District Attorney's Office, the Center for Court Innovation, as well as numerous service providers in Nassau County. This program ensures that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduces the likelihood that they will be trapped in a cycle of re-offending. Additionally, Nassau County pilots an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety. Both efforts require on-site coordination to ensure that appropriate defendants are identified and referred to effective services and that prosecutor, defense counsel and the court receive timely and accurate updates on their participation in those services. Additionally, an on-site coordinator allows project stakeholders to track outcomes and case resolutions. In order to achieve these goals, the Center for Court Innovation has hired, trained and supervises a Resource Coordinator to staff both projects.

The Resource Coordinator's Role: The Adolescent Diversion Part seeks to help teenage defendants avoid the legal and collateral consequences associated with criminal prosecution and receive the assistance they need to pursue law-abiding, productive futures. The initiative has fundamentally re-engineered how the cases of 16 and 17 year olds are dealt with in criminal court. The Adolescent Diversion Part has several primary elements which require support from an on-site Resource Coordinator:

1. All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated

assessment by probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

2. Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

3. With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use short-term interventions as a springboard to voluntary engagement in longer-term services.

4. The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

Uniqueness of the Contractor

The Center for Court Innovation is a one-of-a-kind public/private partnership that acts as the New York State Unified Court System's research and development arm and is uniquely suited to provide the necessary services. For the past fifteen years in New York, the Center has worked with the court system to create and operate demonstration projects that test new ideas to address local public safety problems, implement new solutions, and evaluate their effectiveness. The Center's projects include: alternative to detention programs, community courts, drug courts, reentry courts, domestic violence courts, and mental health courts. In each of these projects the Center has had a commitment to developing technology to collect and provide crucial information for project operations, as well as collecting data for rigorous evaluations to assess program impact and

effectiveness. This includes a commitment to tracking outcomes and case resolutions. The Center's firsthand experience working with the New York State Unified Court System on various initiatives has given it one-of-a-kind expertise in implementing new approaches to societal problems such as drug abuse, mental illness and low level offending.

With its extensive experience in working with youth, piloting alternative to incarceration programs, problem-solving court development, and court technology, as well as its well-established relationship with the New York State Unified Court System's Office of Court Administration, the Center is uniquely suited to provide assistance with the numerous legal and technical initiatives necessary for this project.

COUNTY OF NASSAU

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

1. Name of the Entity: Fund for the City of New York, Center for Court Innovation

   Address: 520 Eighth Avenue, 18th Floor

   City, State and Zip Code: New York, NY 10018

2. Entity's Vendor Identification Number: 13-2612524

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp 501c3 Nonprofit 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 Board of Directors.

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.

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: 9-25-2015

Signed: M McCormick

Print Name: Mary McCormick

Title: President

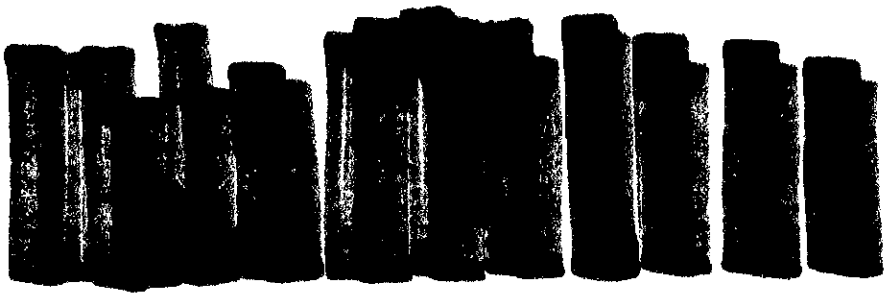
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

BOARD OF DIRECTORS LISTING

Contractor Name: **Fund for the City of New York**

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone
Vaughn Williams	Board Member since 2011 Currently serving as Chair	[redacted]	Of Counsel, Skadden, Arps, Slate, Meagher & Flom LLP	(212) 735-3470
Robert Abrams	Board Member since 2014	[redacted]	Partner, Stroock Stroock and Lavan	(212) 806-5546
Michael Arad	Board Member since 2012	[redacted]	Partner, Handel Architects LLP; Designer, World Trade Center Memorial	(212) 994-2030
Maggie Boepple	Board Member since 2011 Currently serving as Vice Chair	[redacted]	President and Director, Performing Arts Center at World Trade Center	(212) 266 3001
Robert Tierney	Board Member since 2014	[redacted]	NYC Landmarks Preservation Commission	(917) 971-1615
Mary McCormick	Board Member since 2014	[redacted]	FCNY	(212) 925-6675
Dana Buchman	Board Member since 2011 Currently serving as Secretary	[redacted]	Fashion Designer, Promise Project	(212) 626-3140
Ester Fuchs	Board Member since 2013	[redacted]	Professor of International & Public Affairs and Political Science, Columbia University	(212) 854-3866
Robert G. M. Keating	Board Member since 2009 Currently serving as Treasurer	[redacted]	Vice President, Strategic Initiatives, Pace University	(212) 346-1855
Lisette Nieves	Board Member since 2009	[redacted]	Belle Distinguished Visiting Professor in Public Policy, City University of New York	(347) 663-2162
Jeanette Wagner	Board Member since 2014	[redacted]	Vice Chairman Emerita, Estee Lauder Companies, Inc.	(212) 572-4730



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 20___ (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 the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Fund for the City of New York, Center for Court Innovation, a New York State not-for-profit corporation, having its principal office at 520 8th Avenue, 18th Floor, New York, New York 10018 (the "Contractor").

W I T N E S S E T H:

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; and

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 Agreement shall commence on March 15, 2015 and terminate on March 14, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of providing and supervising a full time dedicated resource coordinator for the Nassau County Adolescent Intervention and Diversion Part, whose services and the program are more fully described in Attachment A ("Services").

The duties of the Resource Coordinator shall be as follows:

(1) All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated assessment by Probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

(2) Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

(3) With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including

substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use short-term interventions as a springboard to voluntary engagement in longer-term services.

(4) The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

(5) Assume other tasks and responsibilities assigned to support the operations of the program as necessary.

(b) The Parties shall mutually agree to exact days the Services under this Agreement shall be provided for. For purposes of this Agreement, a full work day shall consist of a minimum of seven (7) hours.

(c) The Contractor shall submit to the Department quarterly progress reports in such format approved by the Department which provides, at a minimum, the following information:

(1) Number of cases routed to intervention and diversion part.
(2) What social services were utilized?
(3) Where were clients referred?

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 Ninety-Six Thousand Seven Hundred Forty-Three dollars ($96,743.00) (the "Maximum Amount"), payable in accordance with the attached Budget, Attachment B.

(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) Reallocation Among Line Items: The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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 the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Attachment C, conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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.

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement

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.

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 any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" 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, (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.

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. 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 supersedes 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 from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

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

FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

By: _____
Name: Greg Berman
Title: Executive Director
Date: 9.25.15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ New York)

On the 25th day of SEPTEMBER in the year 2011 before me personally came GREG BERMAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the DIRECTOR of FUND FOR THE CITY OF NEW YORK Center For Court Innovation, 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.

Michele Maestri
NOTARY PUBLIC

MICHELE MAESTRI
Notary Public, State of New York
No. 01MA6246371
Qualified in Queens County
Commission Expires Aug. 08, 2016

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 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.

NOTARY PUBLIC

[redacted]

ATTACHMENT A

Project Description

The Nassau County Adolescent Diversion Part is a groundbreaking partnership between the Office of Court Administration, the Nassau County District Attorney's Office, the Center for Court Innovation, as well as numerous service providers in Nassau County. This program ensures that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduces the likelihood that they will be trapped in a cycle of re-offending. Additionally, Nassau County pilots an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety. Both efforts require on-site coordination to ensure that appropriate defendants are identified and referred to effective services and that prosecutor, defense counsel and the court receive timely and accurate updates on their participation in those services. Additionally, an on-site coordinator allows project stakeholders to track outcomes and case resolutions. In order to achieve these goals, the Center for Court Innovation has hired, trained and supervises a Resource Coordinator to staff both projects.

The Resource Coordinator's Role: The Adolescent Diversion Part seeks to help teenage defendants avoid the legal and collateral consequences associated with criminal prosecution and receive the assistance they need to pursue law-abiding, productive futures. The initiative has fundamentally re-engineered how the cases of 16 and 17 year olds are dealt with in criminal court. The Adolescent Diversion Part has several primary elements which require support from an on-site Resource Coordinator:

1. All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated assessment by probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

2. Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

3. With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use

short-term interventions as a springboard to voluntary engagement in longer-term services.

4. The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

ATTACHMENT B

BUDGET

Fund for the City of New York: Center for Court Innovation
Nassau County
Resource Coordinator in Youth Intervention and Trafficking Victims Problem-Solving Courts
March 15, 2015 - March 14, 2016

		Annual Rate	Annual FTE	TOTAL BUDGET
Personnel*				
Resource Coordinator	L. DeVito	$56,700	100%	56,700
Supervisor	D. Reilly	$108,200	5%	5,410
Subtotal				**62,110**
Fringe Benefits**		32.00%		19,876
Total Personnel				**81,986**
OTPS				
Administrative Fees		18%		14,757
Total OTPS				**14,757**
PROJECT TOTAL				**96,743**

***Notes regarding Personnel Line:**

- Parties shall mutually agree to exact days the Services under this Agreement shall be provided. For purposes of this Agreement a full work day shall consist of a minimum of seven (7) hours.
- Reimbursement of Personnel costs will include reimbursement for any leave time taken at the annual FTE percentage up to the maximum salary stated in this contract budget.

**** Notes regarding Fringe Benefits Line:**

- Fringe reimbursement does not include reimbursement of leave time taken.

Attachment C

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____ ____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Fund for the City of New York, Center for Court Innovation (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of the District Attorney (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By:_____

Print Name:_____

Title: _____

Date:_____

FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

By:_____

Print Name: Greg Berman

Title: Executive Director

Date: 9·25·15

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:

   Mary McCormick _____ (Name)

   [redacted] (Address)

   [redacted] (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:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

[redacted]

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.

9\23\15
Dated

Signature of Chief Executive Officer

Mary McCormick
Name of Chief Executive Officer

Sworn to before me this
23rd day of September, 2015.

Juana F. Rosario
Notary Public

JUANA F. ROSARIO
Notary Public - State of New York
NO. 01RO6107952
Qualified in Queens County
My Commission Expires 4/12/16

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. **Vendor:** **Fund for the City of New York, Center for Court Innovation (CQDA14000005)** 15000017 (DSG)

2. **Dollar amount requiring NIFA approval:** $ 96743.00

   Amount to be encumbered: $ 96,743.00

   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:** 03/15/15 to 03/14/16

   Has work or services on this contract commenced? X Yes ___ No

   If yes, please explain: **This is a continuous program. Work is on-going.**

4. **Funding Source:**

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
___ Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
X Grant Fund (GRT)
Federal % 15
State % 85
County % ___

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

Vendor provides and supervises a full time dedicated resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part.

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:**

CQDA14000005 01 DAGRT891BOTH DE500 CENTER FOR COURT INNOVATION $90,333

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.

Roseann Allen 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.

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.

Contract ID#: CQHS15-000-184

Department: Human Services, Office of Mental Health, CD&DDS

E-49-16

Contract Details

SERVICE: Article 28/31 Closure - reinvest

NIFS ID #: CQHS15-000-184 NIFS Entry Date: 11/18/15 Term: from 1/1/15 to 12/31/16
2015 Year Services

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 **PSCH, Inc.**	Vendor ID# **11-2542430**
Address 142-02 20th Avenue, Flushing, NY 11354	Contact Person Mr. Alan Weinstock
	Phone 718-559-0516

County Department
Department Contact: **Donnie Eng**
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-8957

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☒	11/17/15		
	OMB	*NIFS Approval* ☐	11/25/15		Yes ☐ No ☐
11/30/15	County Attorney	*CA RE&I Verification* ☑	12/1/15		
12/2/15	County Attorney	*CA Approval as to form* ☑	12/2/15		Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐	1/5/16	Concetta A. Petrucci	
	County Comptroller	*NIFS Approval* ☐	1/22/16	SB 2/26/16	
2/10/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/10/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB -4 P 2:00

PR5254 (8/03)

Contract ID#: CQHS15-000-184

Contract Summary

Department: Human Services, Office of Mental Health, CD&DDS

Description:

Purpose: To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

Method of Procurement: Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law.

Procurement History: **Provider** is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act.

Description of General Provisions: This is a multi-year contract that provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health, metal retardation, and program services to the developmentally disabled.

Impact on Funding / Price Analysis: This is a 100% New York State funded program.

Change in Contract from Prior Procurement: none.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	9A
Resp:	9AX2
Object:	511
Transaction:	103

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$100,000
Capital	$
Other	$
TOTAL	$100,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	BHGRT9AX2FED/X5/DE511	$100,000
2		$
3		$
4	J. Amato 12/1/15	$
5		$
6		$
	TOTAL	$100,000

Document Prepared By: Donnie Eng **Date:** 11/18/15

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 12/1/15
Date	Date	(For Office Use Only) E #:

PR5254 (8/03)

E-49-16

RULES RESOLUTION NO. – 201

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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES AND PSCH, INC.

WHEREAS, the County has negotiated a personal services agreement with PSCH, Inc. to provide comprehensive Mental Health services to mentally disabled adults, children and their families, 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 PSCH, Inc.

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # 0

Contract Name: PSCH, Inc

Program Name: On-Site Rehab - SOAR

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$20,412
Work on Salary and Fringe	1b	Fringe	$5,103
	1 Total	Personnel (Salary plus Fringe)	$25,515
Work on Line 2	2	Consultant(s)	$40,000
Work on Line 3	3	Travel / Per Diem / Transportation	$2,100
Work on Line 4	4	Equipment	$4,500
Work on Line 5	5	Supplies	$3,200
Work on Line 6	6	Contractual Services	$200
Work on Line 7	7	Rent/Utilities	$6,256
Work on Line 8	8	Department Specific Costs	$1,500
Work on Line 9	9	Other Costs	$2,224
Work on Line 10	10	Administrative Overhead	$14,505
		Gross Expenditures (Lines 1 – 10)	$100,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$100,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$100,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
330-Therapist-Recreation	1	Recreational Therapist	1.00	$7,508	$1,877	$9,385
325-Social Worker (Master	1	Practitioner	1.00	$9,385	$2,346	$11,731
501-Program Director	1	Program Coordinator	0.25	$3,519	$880	$4,399
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$20,412	$5,103	$25,515

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the proj

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: PSCH, Inc.

CONTRACTOR ADDRESS: 142-02 20th Avenue, Flushing, NY 11354

FEDERAL TAX ID #: 11-2542430

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:**

☐ **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

1/22/16

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

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH INC

Address: 142-02 20th Avenue, 3rd Floor

City, State and Zip Code: Flushing NY 11351

2. Entity's Vendor Identification Number: 11-2542430

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Not For 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 attachment.

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.

see attachment.
PSCH Clean Corp is a subsidiary that provides cleaning services to several locations of PSCH.

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.**

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: 11.13.15

Signed: [signature]

Print Name: Alan M. Weinstock

Title: CEO

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.

4.

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

PSCH BOARD OF DIRECTORS LIST

[redacted]			
Jeffrey E. Finkle, Chairperson			
[redacted]	Odeon Capital Partners 747 3rd Avenue, 24th Floor, Suite A New York, NY 10017 212-785-1300 Work	Finance	August 20, 2008
Marya Piotrowski, Vice Chairperson			
[redacted]	Cardinal Health/Bindley Western Drug Company	Finance/Pharmaceuticals	May 14, 2008
Howell Schrage, MD, Secretary			
[redacted]		Psychiatrist	September 13, 2010
Brian K. Regan, PhD, Treasurer			
[redacted]	New York Presbyterian Healthcare System 525 East 68th Street, Box 572 New York, NY 10021 212-746-3568 Work	VP of Quality & Patient Safety, NY-Presbyterian Hospital & Healthcare System	March 19, 2009
Marc Aronstein			
[redacted]	Beekman Investment Partners 708 3rd Avenue, # 2500 New York, NY 10017 212-687-4867 Work	Managing Director/ Private Equity Investments	September 6, 2011
Sheldon Berman			
[redacted]	Works from Home Address 516-374-4417 Work	Physician	April 5, 2012

May 2015

[redacted]

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

Steve Bernstein			
[redacted]	Terpac Plastics International/SJBEE Corp Works from Home Address [redacted]		April 5, 2012
Michael Jabbour			
[redacted]	Soft Illuminations, Fund for Public Health NY/DOHMH 42-09 28th Street Long Island City, NY 11101 347-396-2346 Work	CEO/Partner, Senior Project Manager	April 5, 2012
Lisa Lashley			
[redacted]		Attorney	September 13, 2010
David Lurie			
[redacted]	Hudson Insurance Group 100 William Street, 5th Floor New York, NY 10038 212-918-9993 Work	Attorney	December 1999
Kristina Romanzi			
[redacted]	631-694-4610 Work	Office Manager/Engineering	1988
Ann Mittasch, Director Emeritus			
[redacted]		Retired Entrepreneur	February 11, 1997

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6.

PSCH, Inc.

List of Related Parties

7/1/2014 – 6/30/15

Company	Address
Pederson krag Center, Inc.	55 Horizon Drive, Huntington NY 11743
Peninsula Counseling Center	50 W Hawthorne Ave, Valley Stream, NY 11580
AstroCare, Inc.	1669 Bedford Ave. Crown Heights, NY 11225
Glendale Pharmacy	61 – 16 Cooper Avenue, Glendale, NY 11385
Ozone Park Hud	107 - 53 78th St. Ozone Park, NY 11417
Partner for Organizational Excellence, Inc.	280 Madison Ave. Suite 202, New York, NY 10016
PSCH Clean Corp.	209 – 09 Jamaica Ave Queens Village, NY 11428

CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of _____, 201___ (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 an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office"), and (ii), **PSCH, Inc.** [New York State not-for-profit corporation], having it principal office at 142-02 20th Avenue, 3rd Floor, Flushing, NY 11354 (the "Contractor").

W I T N E S S E T H:

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;

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

1) Term. The term of this Agreement shall commence on January 1, 2015 and terminate on December 31, 2016 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement and that funding for the second Agreement Year is the sole an absolute discretion of the County.

2) Definitions.
   a. "DMH" refers to the New York State Department of Mental Hygiene.
   b. "OMH" refers to the New York State Office of Mental Health.
   c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
   d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
   e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
   f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
   g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:

   a. Operation.

      i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.

      ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.

   b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:

4) Payment.

   a. Consideration.

      i. First Agreement Year. The maximum amount that the County shall pay under this Agreement during the first Agreement Year (the "First Year Maximum Amount") shall not exceed **One Hundred Thousand dollars ($100,000)** to be paid as follows:

         1. One third (⅓) if the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
         2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
         3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (¼) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

      ii. Second Agreement Year.

         1. The maximum amount for the second Agreement Year of this Agreement (the "Second Year Maximum Amount") shall be such an amount as the County may, in its solve and absolute discretion, make available for such second Agreement Year.

            The County shall not be obligated to make any funding available for the second Agreement Year. If funds are available and the County elects to fund this Agreement

for the second Agreement Year then the County shall notify the Contractor of the Second Year Maximum Amount. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Second Year Maximum Amount. The Contractor must return the notification letter to the Office, countersigned, within sixty (60) days of receipt in order to accept the Second Year Maximum Amount. The parties agree that the execution of such letter by the County and the Contractor shall not constitute a binding agreement between the County and the Contractor, and the County shall not be liable for the payment of Second Year Maximum Amount, unless and until such funds have been approved by the Office and encumbered by the Comptroller. If the Contractor rejects the Second Year Maximum Amount, then this Agreement shall terminate as of the end of the First Agreement Year. If the Contractor does not advise the Office of its acceptance or rejection within the time frame stated above, then the County shall have the sole and absolute discretion of deemed the Second Year Maximum Amount rejected, this Agreement shall terminate as of the end of the First Agreement Year.

2. If the County elects not to fund this Agreement for the Second Agreement Year then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice, or if no termination date is set forth, the as of the end of the First Agreement Year.

3. One third (⅓) of the Second Year Maximum Amount, shall be paid in advance upon the execution of the funding letter by bother parties.

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 Office 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 Office 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 that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor

under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

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. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement.

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

Funding Source	**CODE**	**2015 CONTRACT**
Art 28 & 31 Closure – Reinvest –(On-Site Rehab)	175A	$100,000
Total		*$100,000*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.

h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.

i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31st of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31st of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, 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 simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

k. 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 service 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.

l. 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 rate to reflect that portion of a calendar year during which this Agreement is not effective.

m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

    i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.

iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.

iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of 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 "Contract 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, corporation 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, 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 Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified 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 statues, 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 1-20006, 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 break 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 or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure 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 school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.

8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

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, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.

d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:
    i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
    ii. The rendering of services to adults and children under appropriate professional direction;
    iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
    iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
    v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
    vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
    vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
    viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
    ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: Á funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".

xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hurt sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.

e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification; Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 the 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 Office 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 Contractor Agent in connection with this Agreement.

d. The provisions of this Section shall survive 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 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 ("Worker's 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 Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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 coverage. 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 coverage 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/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 "Clause" 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (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, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall 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), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) 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, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement 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 1-122, "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 Office, 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 "Authorized Persons").

b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.

c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.

d. Audit Requirement for Recipients of Federal Block Grant Funds.
   i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
      1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
      2. All material terms and conditions of Block Grant regulations and guidelines.
      3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
      4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
      5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than $300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
   ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
   iii. Performance of All Necessary Follow-up Work. Upon review of the audit report9s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.

v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

e. The provisions of this Section shall survive the termination of this Agreement.

14) Acquisition of Equipment, Supplies and Materials; Inventory.

a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:

i. If the purchase is for less than $500, the Contractor will select a reliable vendor at a reasonable price.

ii. If the purchase is for an amount of $500 - $5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to $1,500 as long as the successful quote is in writing. Additional, if the purchase is over $1,500, the Contractor shall obtain the written approval of the County prior to purchase.

iii. If the purchase is for an amount greater than $5,000, the Contract shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.

iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.

b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

c. 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 Authorized Persons.

d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.

e. 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 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 Office 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 or 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 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 Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services 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.

17) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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 Office, to the attention of the Commissioner at the address specified above for the Office, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) 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 person or address 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 any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 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) This Agreement represents the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of 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 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 New York State and/or federal governments, then beyond funds available to the County from the New York State and/or federal governments.

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

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

PSCH, Inc

By: _____

Name: ALAN M. Wei [redacted]

Title: CEO

Date: 11.13.15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☒ Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of November in the year 2015 before me personally came Alan M. Weinstock to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the CEO of PSCH, 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.

Jennifer Wortmann
JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 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.

NOTARIZE

NOTARY PUBLIC

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **PSCH, Inc.** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

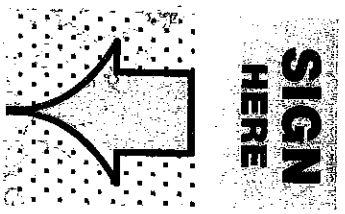
10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY	PSCH, Inc.
By:	By:
Print Name: CHARLES RIBANDO	Print Name: Alan M. Weinstock
Title: DEPUTY COUNTY EXECUTIVE	Title: CEO
Date: 12/21/15	Date: 11.13.15



APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX A – PROGRAM NARRATIVE 2015
BEHAVIORAL HEALTH SERVICES

Agency Name: PSCH

Agency Address: 800 Northern Blvd, Great Neck, NY 11021

Agency Contact Person: Larry LaRossa,MS,LMHC,CRC
Telephone: 516-829-9666 x104

Program Name: SOAR

OASAS/OMH/OPWDD Program Type:

OASAS/OMH/OPWDD Program Code: 0320

Funding Source Code: 175A

1. PROGRAM DESCRIPTION

A. Overall Mission:
To promote recovery for individuals affected by mental illness.

B. Program Objectives and Services Provided:
Provide opportunity for individuals to explore and develop social/educational /vocational goals in a supportive setting while increasing their ability to tolerate a more structured program.

C. Target Population(s) Served: Severe Persistently Mentally Ill adults residing in Nassau County, age 18 and above, who are not currently enrolled in PROS Program. Individuals currently residing in Community Residences or other Mental Health Housing who would benefit from additional structure and opportunities for socialization will be a particular focus.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs):
MSSI

B. Please indicate which program objective(s) will be addressed in 2015:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
___x___ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
_____ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____
_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
_____ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
_____ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis?
_

E. What percentage of your population is maintained on psychotropic medications?

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A. Program Services	2015 Projected
Average Daily Census	6
Average # of Clients Served per Month	10
Annualized Unduplicated # of Clients Served	20
Units of Service	
Units of Service (CFR	
Total Direct Care Service Hours	

B. Specialty Count (MH Programs)	
Face-to-Face Contact	
Phone Contact with Client	
Number of Trainings/Forums	
Average # of Attendees Training/Forum	

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

The PSCH Consumer Satisfaction Survey asks clients to assess a variety of statements on a scale from 1-5(with 5 indicating strongly agree). "The Quality of my life has improved since I began the program" is the statement which will be measured.

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in

emergency departments usage:

Emergency Room usage will be monitored.

C. Outcome 3 (CD & DD Programs) – Identify an outcome specific to your program.

5. STAFFING

POSITION TYPE	FTE 2014 YTD	FTE 2015 BUDGETED
Director		
Program Coordinator		.1
PROS Practitioner		.4
Psychiatrist		
Nurse		
Recreation Therapist		1.0
Administrative Asst		
Secretary		
Vocational Specialist		
Employment Specialist Asst		

6. FISCAL SUMMARY 2015

	2014 Actual	2015 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		

Net Cost		
State Funding		
County Funding*		
Agency Contribution (LA only)		
Total Deficit Funding		
Surplus (or Deficit)		

APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.

2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.

3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.

4. Reconciliation will be based on the following calculations:

a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.

b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.

5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:

a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.

b. In no event shall expenditures exceed that amount specified in the Budget.

c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:

1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.

6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

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:

   Alan Weinstock (Name)
   142-02 20th Ave, 3rd Fl. Flushing NY. 11351 (Address)
   (718) 559-0516 (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.

11.13.15

Dated

Signature of Chief Executive Officer

Alan M. Weinstock

Name of Chief Executive Officer

Sworn to before me this

13th day of November, 2015.

Jennifer Wortmann

Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

E-49-16

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH Clean Corp.

Address: 142-02 20th Avenue, 3rd Floor

City, State and Zip Code: Flushing, NY 11351

2. Entity's Vendor Identification Number: 11-3002344

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):

Alan M. Weinstock, President/Director

Robert T. Hettenback, Director

Shavone Hamilton, Director

Address: 142-02 20th Avenue, 3rd Floor

Flushing, NY 11351

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.

PSCH, Inc. 142-02 20th Avenue, 3rd Floor

Flushing, NY 11351

2016 FEB 25 P 12: 14
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

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.

PSCH, Inc. is the sole corporate member of PSCH Clean Corp.

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.**

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: 2/18/16

Signed:

Print Name: Alan M. Weinstock

Title: CEO

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.

E-49-16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

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

Dated: 4/7/16

Vendor: [illegible]

Signed: [illegible]

Print Name: Alan M. Weinstock

Title: CEO

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR -7 P 2:52

Rev. 12-2015

Contract ID#: CQEL16000001

Department: Board of Elections

E-50-16

Contract Details

SERVICE **Trucking Voting Machines**

NIFS ID #: CQEL16000001 NIFS Entry Date: 1/12/16 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 Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name NUZZI BROS. MOVING SERVIECS, INC.	Vendor ID# 11-3545043
Address [redacted]	Contact Person DOMINIC NUZZI
	Phone [redacted]

County Department
Department Contact SONIA GUTIERREZ
Address 240 OLD COUNTRY ROAD, 5TH FLOOR MINEOLA, NY 11501
Phone 571-1896

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 ☐	1/11/16 1/11/16		Rep-men Dem-mu
	OMB	NIFS Approval (Contractor Registered) ☐	1/14/16		Yes ☐ No ☐ Not required if blanket resolution
1/26/16	County Attorney	CA RE & Insurance Verification ☑	1/26/16		
1/26/16	County Attorney	CA Approval as to form ☑	1/27/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	2/9/16	Concetta Abbatiello	
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
2/9/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/9/16		

RECEIVED 2016 FEB 9 AM 9:46 NASSAU COUNTY CLERK'S OFFICE

PR5254 (1/06)

Contract ID#: CQEL16000001

Department: Board of Elections

Contract Summary

Description:

Purpose:

TRUCKING VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES) FOR SPECIAL, PRIMARY AND GENERAL ELECTIONS.

Method of Procurement:

BID CONTRACT

Procurement History:

FORMAL SEALED BID

Description of General Provisions:

DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES)

Impact on Funding / Price Analysis:

GEN EL 2000 TO PAY FOR SPECIAL AND GENERAL ELECTIONS
GEN EL 3000 TO PAY FOR PRIMARY ELECTIONS

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	30
Resp:	3000
Object:	DE 500
Transaction:	$21,084

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$21,084.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$21,084.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ELGEN3000 DE500	$21,084.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$21,084.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: SONIA GUTIERREZ Date: 1/11/16

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 2/8/16
Date	Date	

(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: NUZZI BROS. MOVING SERVICES, INC.

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: 11-3545043

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 NEWSDAY [newspaper] on September 21, 2015 [date]. The sealed bids were publicly opened on October 6, 2015 [date]. Three (3) [#] 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.

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.

Rep Mem _____ *Dem Mem*

COMMISSIONERS OF ELECTIONS

Department Head Signature

1-21-2016

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.

THIS DOCUMENT HAS A WATERMARK AND MICROPRINT SIGNATURE LINES. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

Valley National Bank®

1460 Valley Road, Wayne, NJ 07470

CASHIER'S CHECK

55-138
212

961834

DATE 12/28/2015

PAY TO THE ORDER OF NASSAU COUNTY

$ 10,000.00

$10,000DOLLARS and 00CENTS

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN $2,500.00

600133

Authorized Signature

600119

Authorized Signature

Memo: DOMINIC NUZZI

⑈096183⑈ ⑆021201383⑆ 0000412974 90⑈

COUNTY OF NASSAU

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

1. Name of the Entity: Nuzzi Bros. Moving Service Inc.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 11-3546043

3. Type of Business: X 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):

Dominic Nuzzi
Michele Nuzzi
Michael C Nuzzi

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.

Dominic Nuzzi
Michele Nuzzi

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. 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 below 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: 1/04/16

Signed:

Print Name: Dominic Mozzo

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.

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. **Vendor:** NUZZI BROS. MOVING SERVICES, INC

2. **Dollar amount requiring NIFA approval:** $293,904.00 (for life of contract)

   Amount to be encumbered: $ $122,460.00 (2016 elections)

   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:** 1/1/16 through 12/31/16 opt to renew for 2 additional 1 year term

   Has work or services on this contract commenced? ___ Yes X No

   If yes, please explain: ___

4. **Funding Source:**

   X General Fund (GEN)
   ___ Police District Fund (PDD)
   ___ Police Headquarters Fund (PDH)
   ___ 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:**

   Per election law Dept is responsible for delivery and return of voting machines to polling places. County does not have sufficient vehicles to provide this service. Contractor submitted lowest bid for routes assigned.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form	X Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	X 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:**

   none

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.

REP MEM 1/11/2016 DEM MEM

Signature | Title Commissioners of Elections | Date

Print Name

Louis G. Savinetti, Republican Commissioner / David J. Gugerty, Democratic Commissioner

Rosemarie Dallas 1/25/16

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.

E-50-16

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY BOARD OF ELECTIONS AND NUZZI BROS. MOVING SERVICE, INC.

WHEREAS, the County has negotiated a personal services agreement with Nuzzi Bros. Moving Service, Inc. for delivery and return of voting machines and related supplies and equipment for special primary and general elections, 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 Nuzzi Bros. Moving Service, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated on the 30th day of December, 2015 (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 BOARD OF ELECTIONS, having its principal office at 240 Old Country Road, 5th Floor, Mineola, New York 11501-4800 (the "Department"), and (ii) **Nuzzi Bros. Moving Service Inc.** a New York State corporation, having its principal office at [redacted] the "Contractor").

WITNESSETH:

WHEREAS, pursuant to the Election Law, the Department is responsible for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places for such elections as General elections, Primary elections and any Special elections ordered by the Courts;

WHEREAS, Department and County do not have sufficient trucks and other vehicles to provide for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places;

WHEREAS, County, pursuant to General Municipal Law, Section 103, and the Election Law, has under Nassau County Bid No. Board of Elections 1-2016 solicited bids from firms engaged in the business of operating trucking services;

WHEREAS, Contractor has submitted the lowest qualified bid for the route or routes hereinafter assigned to it and has been found eminently qualified to perform the services required;

WHEREAS, the above bid provided for a one year term with an option to renew for two additional one year terms;

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, with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance. Said term is in compliance with the terms of the previously accepted bid document. (See Formal Sealed Bid page 9, PERIOD COVERED.)

2. Services. The services ("Services") to be provided by the Contractor under this Agreement shall consist of the transportation of Scanners (DS200), Automark Devices and other equipment by truck to various locations as follows:

i. Contractor accepts and agrees to provide delivery and return services for routes for which it has submitted the lowest qualified, responsible bid pursuant to Nassau County Bid No. Board of Elections 1-2016, said route being fully described in Exhibit "A" annexed hereto.
ii. Contractor shall deliver to and return from General, Primary, any Special elections, or any elections ordered by the courts, all Scanners (DS200), Automark Devices and other equipment that fall within Contractor's prescribed routes.
iii. Contractor shall have access to Department's warehouse Monday through Friday 7:00 A.M., to 5:00 P.M., for the pick-ups and 7:00 A.M. to 9:00 P.M. for returns, excluding all legal holidays, of Scanners (DS200), Automark Devices and other equipment and for the return of same.

iv. Contractor shall return all voting machines and other equipment to Department's warehouse not later than three (3) working days after the election, commencing not earlier than 7 A.M. and not later than 9 P.M. of the first day after the election, in the order of its choice of polling place, unless specific priorities are dictated by Department.

v. Contractor shall make all arrangements with polling places regarding the deliveries and returns of Scanners (DS200), Automark Devices and equipment. Contractor shall inventory all equipment delivered to polling places evidenced in writing signed by an authorized representative of the polling place at the time of delivery and pick up. Contractor shall ensure return of all equipment by reconciling the inventory of the equipment with the number of items received at pick up. Contractor acknowledges financial responsibility for any equipment not returned to the County within the above referenced time frame and shall incur an expense equal to the fair market value for each item not returned.

3. Vehicle Requirements and Specifications. Contractor shall only use vehicles that conform to the following specifications:

i. Vehicles shall be permanently closed against the weather. No canvas tops or other type or removable covering shall be used.

ii. Vehicles shall have a Gross Vehicle Weight (G.V.W.) in excess of their unloaded weight plus the weight of their maximum capacities in Scanners (DS200), Automark Devices and equipment.

iii. Vehicles shall be equipped with moveable, mechanical tailgates and ramps (for lowering Scanners (DS200), Auto mark Devices and other equipment to street level and raising to re-load) plus equipment to chock, strap or otherwise secure Scanners (DS200), Automark Devices in transit.

iv. Vehicles shall have beds within twelve (12) inches in height of Department's loading dock, which is forty-eight (48) inches from ground level.

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, as full consideration for all of the Contractor's Services under this Agreement, including funding during the renewal periods if exercised, shall not exceed two hundred ninety three thousand nine hundred and four dollars ($293,904.00) ("Maximum Amount") payable as follows:

Route 7

1) $ 40.00 for delivery and return cost per scanner (DS-200)
2) $ 50.00 for delivery and return cost per automark (BDM)
3) $ 9.00 for delivery and return cost per table
4) $ 5.00 for delivery and return cost per chair
5) $ 13.00 for delivery and return cost per privacy booth
6) $ 37.00 cost per man-hour overtime Monday through Friday
7) $ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

Route 8

1) $ 42.00 for delivery and return cost per scanner (DS-200)
2) $ 50.00 for delivery and return cost per automark (BDM)
3) $ 9.00 for delivery and return cost per table
4) $ 5.00 for delivery and return cost per chair
5) $ 13.00 for delivery and return cost per privacy booth
6) $ 37.00 cost per man-hour overtime Monday through Friday
7) $ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

and payable in accordance with the pricing structure set forth as follows:

Contract Term	maximum amount to be paid per agreement year
January 1, 2016 to December 31, 2016	$122,460.00
January 1, 2017 to December 31, 2017	$ 73,476.00, if renewal option exercised
January 1, 2018 to December 31, 2018	$ 97,968.00, if renewal option exercised

(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.

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, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which 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 to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the 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. Any and all voting results, statistics, seal numbers, public counter numbers, protective counter numbers, voting machine numbers are to be kept confidential.

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.

(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.

9. 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.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance and Bonds. (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 three million dollars ($3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (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 coverage. 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 coverage 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.

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the term of this Agreement and any renewals of extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand ($5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

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 the Department Commissioners, 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.

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. (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 supercedes 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 and thirty three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor 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 County and other governmental 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) and the Department Commissioners.

(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.

[Remainder of Page Intentionally Left Blank.]

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

NUZZI BROS. MOVING SERVICE, INC.

By: Dom N Nuzzi

Name: Dominic N. Nuzzi

Title: Pres

Date: 12/30/15

STATE OF NEW YORK)
)ss.:
COUNTY OF Nassau)

On the 30th day of December in the year 2015, before me personally came Dominic N. Nuzzi 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 Nuzzi Bros. Moving Service, 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.

Jean A. Walsh-Pipia

NOTARY PUBLIC

JEAN A. WALSH-PIPIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6279124
Qualified in Nassau County
My Commission Expires April 08, 2017

PLEASE EXECUTE IN BLUE INK

NASSAU COUNTY

By:

Name: Louis G. Savinetti,
Title: Republican Commissioner

Date: 1/5/16

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of January in the year 2016, before me personally came Louis G. Savinetti 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 Republican Commissioner of the Board of Elections 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

ROSEMARIE ROBERTS
Notary Public, State of New York
No. 01RO5042160
Qualified in Nassau County
Commission Expires April 17, 2017

PLEASE EXECUTE IN BLUE INK Rosemarie Roberts

NASSAU COUNTY

By:

Name: David J. Gugerty,
Title: Democratic Commissioner

Date: 01/06/2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of January in the year 2016, 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 Nassau; that he or she is the Democratic Commissioner of the Board of Elections 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

JAMES SCHEUERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SC6208119
Qualified in Nassau County
Commission Expires June 22, 2017

PLEASE EXECUTE IN BLUE INK

NASSAU COUNTY

By:_____

Name:_____

Title:__Deputy County Executive_____

Date:_____

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 Nassau; that he or she is a Deputy County Executive of the 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

PLEASE EXECUTE IN BLUE INK

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined 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:

   Dominic Nuzzi (Name)

   [redacted] (Address)

   [redacted] (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.

1/05/16
Dated

Signature of Chief Executive Officer

Dominick Mozzi
Name of Chief Executive Officer

Sworn to before me this

5th day of January, 2016.

Jean A Walsh-Pipia
Notary Public

JEAN A. WALSH-PIPIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6279124
Qualified in Nassau County
My Commission Expires April 08, 2017

EXECUTIVE ORDER NO. 2 - 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; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

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.

N/A

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

N/A

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

N/A

N/A

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.**

N/A

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

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: 11/04/16

Signed: [signature]

Print Name: Dominic Mozzi

Title: PCEC

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.

2016 TRUCKING ROUTE 8
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
509040	OB	AD09	40	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509041	OB	AD09	41	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509042	OB	AD09	42	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509043	OB	AD09	43	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
509044	OB	AD09	44	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
509045	OB	AD09	45	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
513015	OB	AD13	15	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513016	OB	AD13	16	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513017	OB	AD13	17	SD5	CD3	LD16		PLAINVIEW OLD BETHPAGE LIBRARY	999 OLD COUNTRY RD	PLAINVIEW	11803
513018	OB	AD13	18	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513019	OB	AD13	19	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513020	OB	AD13	20	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
513021	OB	AD13	21	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513022	OB	AD13	22	SD5	CD3	LD16		PLAINVIEW OLD BETHPAGE LIBRARY	999 OLD COUNTRY RD	PLAINVIEW	11803
513023	OB	AD13	23	SD5	CD3	LD16		PLNVW-OLD BETH MIDDLE SCHOOL AUX GYM	121 CENTRAL PK RD	PLAINVIEW	11803
513024	OB	AD13	24	SD5	CD3	LD16		PLNVW-OLD BETH MIDDLE SCHOOL AUX GYM	121 CENTRAL PK RD	PLAINVIEW	11803
513025	OB	AD13	25	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
513026	OB	AD13	26	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513028	OB	AD13	28	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513029	OB	AD13	29	SD5	CD3	LD16		PLAINVIEW PARKWAY SCHOOL	300 MANETTO HILL RD	PLAINVIEW	11803
513030	OB	AD13	30	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513031	OB	AD13	31	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
513032	OB	AD13	32	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
513033	OB	AD13	33	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513034	OB	AD13	34	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
513035	OB	AD13	35	SD5	CD3	LD16		JAMAICA AVE SCHOOL	85 JAMAICA AVE	PLAINVIEW	11803
513036	OB	AD13	36	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513037	OB	AD13	37	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513038	OB	AD13	38	SD5	CD3	LD16		STRATFORD ROAD SCHOOL	33 BEDFORD RD	PLAINVIEW	11803
513055	OB	AD13	55	SD5	CD3	LD16		ROBERT SEAMAN SCHOOL	137 LEAHY ST	JERICHO	11753
513056	OB	AD13	56	SD5	CD3	LD16		ROBERT SEAMAN SCHOOL	137 LEAHY ST	JERICHO	11753
513057	OB	AD13	57	SD5	CD3	LD16		CANTIAGUE ELEM SCHOOL	678 CANTIAGUE ROCK RD	JERICHO	11753
513058	OB	AD13	58	SD5	CD3	LD14		CANTIAGUE ELEM SCHOOL	678 CANTIAGUE ROCK RD	JERICHO	11753

2016 TRUCKING ROUTE 8
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
513059	OB	AD13	59	SD7	CD3	LD 2		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
513060	OB	AD13	60	SD7	CD3	LD 2		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515039	OB	AD15	39	SD7	CD3	LD14		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515040	OB	AD15	40	SD7	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515041	OB	AD15	41	SD7	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515042	OB	AD15	42	SD5	CD3	LD16		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515045	OB	AD15	45	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515046	OB	AD15	46	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515047	OB	AD15	47	SD7	CD3	LD17		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515048	OB	AD15	48	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515049	OB	AD15	49	SD7	CD3	LD17		DUTCH LANE SCHOOL	50 STEWART AVE	HICKSVILLE	11081
515050	OB	AD15	50	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515051	OB	AD15	51	SD7	CD3	LD17		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
515052	OB	AD15	52	SD6	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515053	OB	AD15	53	SD7	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515054	OB	AD15	54	SD6	CD3	LD17		HICKSVILLE MIDDLE SCHOOL	215 JERUSALEM AVE	HICKSVILLE	11081
515055	OB	AD15	55	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515056	OB	AD15	56	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515057	OB	AD15	57	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515058	OB	AD15	58	SD7	CD3	LD17		DUTCH LANE SCHOOL	50 STEWART AVE	HICKSVILLE	11081
515059	OB	AD15	59	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515060	OB	AD15	60	SD7	CD3	LD17		FORK LANE SCHOOL	4 FORK LN	HICKSVILLE	11081
515061	OB	AD15	61	SD6	CD3	LD17		LEE AVE SCHOOL	1 7TH STREET	HICKSVILLE	11081
515063	OB	AD15	63	SD7	CD3	LD14		BURNS AVENUE SCHOOL	40 BURNS AVE	HICKSVILLE	11081
515064	OB	AD15	64	SD7	CD3	LD16		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515070	OB	AD15	70	SD5	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515071	OB	AD15	71	SD6	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515072	OB	AD15	72	SD5	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515073	OB	AD15	73	SD5	CD3	LD16		JAMAICA AVE SCHOOL	85 JAMAICA AVE	PLAINVIEW	11803
515074	OB	AD15	74	SD7	CD3	LD14		EAST STREET SCHOOL	50 EAST ST	HICKSVILLE	11081
515076	OB	AD15	76	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
515077	OB	AD15	77	SD5	CD3	LD16		FERN PLACE SCHOOL	4 FERN PLACE	PLAINVIEW	11803
515078	OB	AD15	78	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803

2016 TRUCKING ROUTE 8
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
515079	OB	AD15	79	SD5	CD3	LD14		KRAMER LANE SCHOOL	1 KRAMER LN	PLAINVIEW	11803
515080	OB	AD15	80	SD6	CD3	LD14		BETHPAGE HIGH SCHOOL	10 CHERRY AVE	BETHPAGE	11714
515081	OB	AD15	81	SD5	CD3	LD14		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515082	OB	AD15	82	SD6	CD3	LD14		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515083	OB	AD15	83	SD6	CD3	LD14		BETHPAGE HIGH SCHOOL	10 CHERRY AVE	BETHPAGE	11714
515084	OB	AD15	84	SD6	CD3	LD14		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515085	OB	AD15	85	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515086	OB	AD15	86	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515087	OB	AD15	87	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
515088	OB	AD15	88	SD6	CD2	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515089	OB	AD15	89	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515090	OB	AD15	90	SD6	CD2	LD17		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
515091	OB	AD15	91	SD6	CD2	LD17		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
515092	OB	AD15	92	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515093	OB	AD15	93	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515094	OB	AD15	94	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515095	OB	AD15	95	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515096	OB	AD15	96	SD6	CD3	LD17		OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515097	OB	AD15	97	SD6	CD3	LD16		OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515098	OB	AD15	98	SD6	CD3	LD16		OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515099	OB	AD15	99	SD6	CD3	LD16		OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515100	OB	AD15	100	SD6	CD3	LD16		OLD BETHPAGE ELEM SCHOOL	1191 ROUND SWAMP RD	OLD BETHPAGE	11804
515101	OB	AD15	101	SD5	CD3	LD16		CHARLES CAMPAGNE SCHOOL	601 PLAINVIEW RD	BETHPAGE	11714
515102	OB	AD15	102	SD5	CD3	LD16		HOWARD B MATTLIN JR HIGH	50 WASHINGTON AVE	PLAINVIEW	11803
515104	OB	AD15	104	SD5	CD3	LD14		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
515106	OB	AD15	106	SD7	CD3	LD14		OLD COUNTRY ELEM SCHOOL	49 RHODES LN	HICKSVILLE	11081
517001	OB	AD17	1	SD6	CD2	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517002	OB	AD17	2	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517003	OB	AD17	3	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517004	OB	AD17	4	SD6	CD2	LD17		CENTRAL BLVD SCHOOL	60 CENTRAL BLVD	BETHPAGE	11714
517005	OB	AD17	5	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517006	OB	AD17	6	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517007	OB	AD17	7	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714

2016 TRUCKING ROUTE 8
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
517008	OB	AD17	8	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517009	OB	AD17	9	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517010	OB	AD17	10	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517011	OB	AD17	11	SD6	CD2	LD12		HOWITT SCHOOL	70 VAN COTT	FARMINGDALE	11735
517012	OB	AD17	12	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517013	OB	AD17	13	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517014	OB	AD17	14	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517015	OB	AD17	15	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517016	OB	AD17	16	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N.DELAWARE AVE	N MASSAPEQUA	11758
517017	OB	AD17	17	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N.DELAWARE AVE	N MASSAPEQUA	11758
517018	OB	AD17	18	SD6	CD2	LD17		JOHN H WEST ELEM SCH	499 BOUNDARY AVE	BETHPAGE	11714
517019	OB	AD17	19	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N.DELAWARE AVE	N MASSAPEQUA	11758
517020	OB	AD17	20	SD6	CD2	LD17		EAST PLAIN SCHOOL	301 N.DELAWARE AVE	N MASSAPEQUA	11758
517021	OB	AD17	21	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517025	OB	AD17	25	SD6	CD2	LD17		ALBANY AVE ELEM SCHOOL	101 ALBANY AVE	N MASSAPEQUA	11758
517038	OB	AD17	38	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517039	OB	AD17	39	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
517040	OB	AD17	40	SD8	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517041	OB	AD17	41	SD8	CD2	LD12		FARMINGDALE HIGH SCHOOL	150 LINCOLN ST	FARMINGDALE	11735
517042	OB	AD17	42	SD6	CD3	LD17		NORTHSIDE ELEMENTARY SCHOOL	55 POWELL PL	FARMINGDALE	11735
517043	OB	AD17	43	SD6	CD2	LD12		WOODWARD PKWY ELEM SCHOOL	95 WOODWARD PKWY	FARMINGDALE	11735
517044	OB	AD17	44	SD6	CD3	LD17		JOHN F KENNEDY JR HIGH	500 BROADWAY	BETHPAGE	11714
517045	OB	AD17	45	SD6	CD3	LD17		CENTRAL BLVD SCHOOL	60 CENTRAL BLVD	BETHPAGE	11714

2016 TRUCKING ROUTE 7
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
214014	HEMP	AD14	14	SD6	CD2	LD13	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214015	HEMP	AD14	15	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
214016	HEMP	AD14	16	SD6	CD2	LD15	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214017	HEMP	AD14	17	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214018	HEMP	AD14	18	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214019	HEMP	AD14	19	SD6	CD2	LD15	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214027	HEMP	AD14	27	SD6	CD2	LD13	HD6	GARDINERS AVE SCHOOL	610 GARDINERS AVE	LEVITTOWN	11756
214029	HEMP	AD14	29	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214030	HEMP	AD14	30	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214031	HEMP	AD14	31	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214032	HEMP	AD14	32	SD8	CD2	LD17	HD5	SEAFORD MANOR ELEM SCH	1590 WASHINGTON AVE	SEAFORD	11783
214095	HEMP	AD14	95	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
214100	HEMP	AD14	100	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214101	HEMP	AD14	101	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214102	HEMP	AD14	102	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214103	HEMP	AD14	103	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214104	HEMP	AD14	104	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214105	HEMP	AD14	105	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214106	HEMP	AD14	106	SD8	CD2	LD19	HD5	SEAFORD HARBOR SCHOOL	3500 BAYVIEW AVE	SEAFORD	11783
214107	HEMP	AD14	107	SD8	CD2	LD19	HD5	SEAFORD FIREHALL	2170 SOUTHARD AVE	SEAFORD	11783
214110	HEMP	AD14	110	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
214111	HEMP	AD14	111	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
215011	HEMP	AD15	11	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217017	HEMP	AD17	17	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217020	HEMP	AD17	20	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217026	HEMP	AD17	26	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217027	HEMP	AD17	27	SD6	CD2	LD15	HD6	SUMMIT LANE SCHOOL	4 SUMMIT LN	LEVITTOWN	11756
217032	HEMP	AD17	32	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217033	HEMP	AD17	33	SD6	CD2	LD15	HD6	LEVITTOWN NORTHSIDE SCHOOL	35 PELICAN RD	LEVITTOWN	11756
217037	HEMP	AD17	37	SD6	CD2	LD15	HD6	SUMMIT LANE SCHOOL	4 SUMMIT LN	LEVITTOWN	11756
217039	HEMP	AD17	39	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217040	HEMP	AD17	40	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217041	HEMP	AD17	41	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756

2016 TRUCKING ROUTE 7
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
217042	HEMP	AD17	42	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217043	HEMP	AD17	43	SD6	CD2	LD15	HD6	STEPHEN E KAROPCZYC SCHOOL	74 FARMEDGE RD	ISLAND TREES	11756
217044	HEMP	AD17	44	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217048	HEMP	AD17	48	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217049	HEMP	AD17	49	SD6	CD2	LD15	HD6	STOKES SCHOOL	101 OWL PL	LEVITTOWN	11756
217050	HEMP	AD17	50	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217051	HEMP	AD17	51	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217052	HEMP	AD17	52	SD6	CD2	LD15	HD6	DIVISION AVE HIGH SCHOOL	120 DIVISION AVE	LEVITTOWN	11756
217053	HEMP	AD17	53	SD6	CD2	LD15	HD6	ISLAND TREES JR HIGH SCHOOL	45 WANTAGH AVE S	LEVITTOWN	11756
217055	HEMP	AD17	55	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
217056	HEMP	AD17	56	SD6	CD2	LD15	HD6	ISLAND TREES JR HIGH SCHOOL	45 WANTAGH AVE S	LEVITTOWN	11756
217060	HEMP	AD17	60	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
217061	HEMP	AD17	61	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217062	HEMP	AD17	62	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217063	HEMP	AD17	63	SD6	CD2	LD15	HD6	WISDOM LANE SCHOOL	120 CENTER LN	LEVITTOWN	11756
217064	HEMP	AD17	64	SD6	CD2	LD15	HD6	ABBEY LANE SCHOOL	239 GARDINERS AVE	LEVITTOWN	11756
509001	OB	AD09	1	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509002	OB	AD09	2	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509003	OB	AD09	3	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509004	OB	AD09	4	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509005	OB	AD09	5	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509006	OB	AD09	6	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509007	OB	AD09	7	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509008	OB	AD09	8	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509009	OB	AD09	9	SD8	CD2	LD12		A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509010	OB	AD09	10	SD8	CD2	LD12		MARJORIE POST COMM CENTER	451 UNQUA RD	MASSAPEQUA	11758
509011	OB	AD09	11	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509012	OB	AD09	12	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509013	OB	AD09	13	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509014	OB	AD09	14	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509015	OB	AD09	15	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
509016	OB	AD09	16	SD8	CD2	LD12		GRACE EPISCOPAL PARISH HOUSE	23 CEDAR SHORE DR	MASSAPEQUA	11758
509017	OB	AD09	17	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758

2016 TRUCKING ROUTE 7
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
509018	OB	AD09	18	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509019	OB	AD09	19	SD8	CD2	LD12		MASSAPEQUA HIGH SCHOOL	4925 MERRICK RD	MASSAPEQUA	11758
509020	OB	AD09	20	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509021	OB	AD09	21	SD8	CD2	LD12		UNQUA SCHOOL	350 UNQUA RD	MASSAPEQUA	11758
509022	OB	AD09	22	SD8	CD2	LD12		A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509023	OB	AD09	23	SD8	CD2	LD12		A G BERNER MIDDLE SCHOOL	50 CARMAN MILL RD	MASSAPEQUA	11758
509024	OB	AD09	24	SD8	CD2	LD12		EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509025	OB	AD09	25	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509026	OB	AD09	26	SD8	CD2	LD12		MASSAPEQUA PARK VILLAGE HALL	151 FRONT ST	MASSAPEQUA PARK	11762
509027	OB	AD09	27	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509028	OB	AD09	28	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509029	OB	AD09	29	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509030	OB	AD09	30	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509031	OB	AD09	31	SD8	CD2	LD12		EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509032	OB	AD09	32	SD8	CD2	LD12		EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509033	OB	AD09	33	SD8	CD2	LD12		EAST LAKE SCHOOL	154 EAST LAKE AVE	MASSAPEQUA PARK	11762
509034	OB	AD09	34	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509035	OB	AD09	35	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509036	OB	AD09	36	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509037	OB	AD09	37	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509038	OB	AD09	38	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
509039	OB	AD09	39	SD8	CD2	LD12		JOHN P MC KENNA ELEMENTARY	210 SPRUCE ST	MASSAPEQUA PARK	11762
517022	OB	AD17	22	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517023	OB	AD17	23	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517024	OB	AD17	24	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517026	OB	AD17	26	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517027	OB	AD17	27	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517028	OB	AD17	28	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517029	OB	AD17	29	SD6	CD2	LD17		SCHWARTING SCHOOL	4250 JERUSALEM AVE	N MASSAPEQUA	11758
517030	OB	AD17	30	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517031	OB	AD17	31	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517032	OB	AD17	32	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517033	OB	AD17	33	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758

2016 TRUCKING ROUTE 7
EXHIBIT A

T/AD/ED	TOWN	AD	ED	SD	CD	LD	TD	PPNAME	PPADDRESS	PPTOWN	PPZIP
517034	OB	AD17	34	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517035	OB	AD17	35	SD6	CD2	LD12		RAYMOND J LOCKHART SCHL	199 PITTSBURGH AVE	MASSAPEQUA	11758
517036	OB	AD17	36	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758
517037	OB	AD17	37	SD8	CD2	LD12		FAIRFIELD SCHOOL	330 MASSAPEQUA AVE	MASSAPEQUA	11758

NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5TH FLOOR . MINEOLA, NEW YORK 11501-4800
(516)571-2411 . FAX (516)571-2058

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

October 13, 2015

Nuzzi Bros. Moving Service, Inc.
Mr. Dominic Nuzzi, President
[redacted]

Dear Mr. Nuzzi,

This is to advise you that we have finished our summary of the trucking bids submitted on October 2, 2015.

We are pleased to inform you that you have been awarded trucking route 7 and route 8.

A request to have the contract drawn up will be submitted to the County Attorney's Office immediately and you will hear from us in the near future. You will be required to offer us the administrative fees, insurance and bond certificates, required by the bid document, when the contract is submitted to you.

Enclosed you will find the bid bond in the amount of two thousand five hundred dollars ($2,500.00) you submitted with your offer.

Very truly yours,

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

Received

Check # 96/755 – $2,500.00 – bid bond.
Check # 4146 – $160.00

THIS DOCUMENT HAS A WATERMARK AND MICROPRINT SIGNATURE LINES. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

Valley National Bank®

1460 Valley Road, Wayne, NJ 07470

CASHIER'S CHECK

55-138
212

961755

DATE 10/01/2015

PAY TO THE ORDER OF NASSAU COUNTY

$ 2,500.00

***$2,500DOLLARS and 00CENTS**

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN $2,500.00

Memo: NUZZI BROTHERS MOVING SERVICE,INC

Authorized Signature 600133

Authorized Signature 482286

⑈0961755⑈ ⑆021201383⑆ 0000412974 90⑈

55-138-212

4146

EZShield™ Check Fraud Protection for Business

NUZZI BROTHERS MOVING SERVICE, INC.

DATE 10/01/15

PAY TO THE ORDER OF Nassau County

$ 160.00

One Hundred Sixty 00/100 DOLLARS

Security Features Included. Details on Back.

Valley National Bank®
FARMINGDALE OFFICE
27 SMITH ST
FARMINGDALE, NEW YORK 11735

251

MEMO Bid Admin Fee

[redacted]

MP

NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5TH FLOOR . MINEOLA, NEW YORK 11501-4250
(516) 571-2411 . FAX (516) 571-2058

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

MINUTES

January 11, 2016

A meeting was held on October 6, 2015 at the Board of Elections to open trucking bids submitted to us. Present at the meeting representing the Republican Office were Carol Demauro Busketta, Deputy Commissioner; Nancy Staab, Manager of Accounts and Financial Reports; Joseph Ra, Deputy Clerk; James Esopa, Clerk Part time, Richard Hayes, Election Clerk. Representing the Democratic office were Essma Benkhoukha, Chief Clerk; Phil Jordan, Supervisor of Voting Machine Planning Dept.; Scott Milano, Election Clerk; Donna Nogid, Assistant to the Democratic Commissioner.

There were 3 bids submitted by the following companies:

1. All American Van Lines, Inc. [redacted] — $2,500 Official Check
2. Super Express Service Inc./The Moving Doctor 10[redacted] — $2,500 Official Check
3. Nuzzi Bros. Moving Services, Inc. [redacted] — $2,500 Cashier's Check

A Summary of the bids received is attached.

Carol Demauro Busketta for LGS.

Louis G. Savinetti
Republican Commissioner

David J. Gugerty
Democratic Commissioner

LGS/DJG:smg

DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASE & SUPPLY

SUMMARY OF BIDS

Opened Tuesday, October 6, 2015 at 10:15A.M.
Bid No 2016 BOE 1 Cont.#
Department: B.O.E. Req No
Title TRUCKING OF VOTING MACHINES

Item No	ROUTE #		BIDDER NAME ALL AMERICAN Price (1)	BIDDER NAME NUZZI BROTHERS Price (2)	BIDDER NAME SUPER EXPRESS DBA MOVING DR Price (3)	DETAILS OF AWARD: Award to No.	amount
	1	Per Scanner (DS-200)	54	90	45	Super Express	45
	2	Per Scanner (DS-200)	50	75	44	Super Express	44
	3	Per Scanner (DS-200)	59	75	51	Super Express	51
	4	Per Scanner (DS-200)	53	75	60	All American	53
	5	Per Scanner (DS-200)	54	75	60	All American	54
	6	Per Scanner (DS-200)	45	75	60	All American	45
	7	Per Scanner (DS-200)	45	40	60	Nuzzi Bro.	40
	8	Per Scanner (DS-200)	44	42	58	Nuzzi Bro.	42
	9	Per Scanner (DS-200)	66	75	78	All American	66
	10	Per Scanner (DS-200)	69	75	78	All American	69
Item No	ROUTE #		Price (1)	Price (2)	Price (3)	Award to No.	Amount
	1	Per Auto Mark	62	95	52	Super Express	52
	2	Per Auto Mark	60	80	53	Super Express	53
	3	Per Auto Mark	61	80	55	Super Express	55
	4	Per Auto Mark	61	80	71	All American	61
	5	Per Auto Mark	61	80	74	All American	61
	6	Per Auto Mark	50	80	68	All American	50
	7	Per Auto Mark	50	50	62	Nuzzi Bro.	50
	8	Per Auto Mark	50	50	69	Nuzzi Bro.	50
	9	Per Auto Mark	78	80	85	All American	78
	10	Per Auto Mark	78	80	86	All American	78

Item No	ROUTE #	Price (1)	Price (2)	Price (3)	Award to No.	Amount
	Cost of delivery & return per table for any route	9	9	9	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost of delivery & return per chair for any route	5	5	9	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost of delivery & return per booth for any route	14.85	13	14.50	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost per man-hour overtime Monday through Friday	47.50	37	55	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost per man-hour overtime Saturday, Sunday or holiday	57.50	37	69	Super Express: routes 1,2,3 All American: routes 4,5,6,9,10 Nuzzi Bro: routes 7,8	as bid
	Cost for Stand-by per election 5:30 am to 9:30 pm	1,250	1,500	1,498	All American	1,250

Remarks

_____ Rep. Mem. _____ Dem Mem.

Hereby certified that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Ad Content

Legal Notice # 21119059
NOTICE TO BIDDERS

Sealed Bids will be publicly opened by the Nassau County Board of Elections at its office, 240 Old Country Road, 5th floor, Mineola, New York 11501 on Tuesday, October 6, 2015, before 4:45 P.M. for furnishing:

TRUCKING OF VOTING MACHINES - ALL ROUTES
Bid Security Required

The equipment that is subject for a bid will be available for viewing on Monday, September 28, 2015, at 400 County Seat Drive, Mineola, Dock Area.

All Bids must be made on Board of Elections bidding sheets only, which may be obtained by calling (516) 571-2565, subject to all County terms, conditions and detailed specifications and must be returned no later than 5:00 P.M. on Monday, October 5, 2015, at the Board of Elections.

Commissioners of Elections
County of Nassau
Dated September, 2015

NEWSDAY PROOF

Advertiser:	NASSAU COUNTY BOARD OF ELECT	**Phone:**	5165712411		
Agency:	NASSAU COUNTY BOARD OF ELECT	**Contact:**	SONIA GUTIERREZ		
Ad Number:	0021119059	**Section:**	Legals		
Start Date:	09/21/2015	**Class:**	11100		
End Date:	09/21/2015	**Size:**	1 x 35	**Times:**	1
Price:	$140.00	**Date:**	9/18/2015		
Ordered By:	Legaladv@newsday.com	**Zone(s):**	C-Nassau		

Signature of Approval: _____ **Date:** _____

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
The Administration Building
Nassau County Board Of Elections
240 Old Country Road, 5th Floor
Mineola, New York 11501-4800

BID NUMBER

BID OPENING DATE

BUYER

TELEPHONE
516-571-2565

REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE
TRUCKING OF VOTING MACHINES

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE 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 FORTY FIVE DAYS FROM THE BID OPENING DATE TO FURNISH ANY AND ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF: (A) THE PRICES OF THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT FOR THE PURPOSES OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY BIDDER OR WITH ANY COMPETITOR; (B) UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR; AND (C) NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION. A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (A), (B), (C) ABOVE HAVE NOT BEEN CERTIFIED TO; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

DELIVERY TO BE MADE TO
NASSAU COUNTY AS REQUIRED

GUARANTEED DELIVERY DATE
____ DAYS
AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER
11-3545043

BID MUST BE SIGNED BY PROPRIETOR, PARTNER, OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER NUZZI BROS. MOVING SERVICE INC

ADDRESS [redacted]

CITY [redacted] EPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

DOMINIC NUZZI PRES.
PRINT OR TYPE NAME OF SIGNER AND TITLE

DESCRIPTION:

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 a part hereof.

IMPORTANT REMINDER:

Each bidder shall submit with his offer at the date and time scheduled for bid opening, A CERTIFIED CHECK OR BID BOND payable to the County of Nassau in the amount of Twenty Five Hundred Dollars ($2,500.00)

Bid document must be signed by proprietor, partner, or corporate officer authorized to sign for corporation.

Price schedule must be completed and submitted with bid.

Qualification statement must be completed and submitted with bid.

Business History form must be completed, attached as Appendix B, and submitted with bid.

All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder shall complete and verify the Principal Questionnaire, attached as Appendix C, and submit with bid.

County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix D, must be completed and submitted with bid. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the bidder **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.

The proposer's exceptions to the bid requirements, if any.

Additional information that you believe pertinent to the County's requirements.

Statement bidder has registered with the County as a vendor.

Contract Negotiations: The County intends to enter into contract negotiations with the selected bidders, who shall be required to enter into a written contract with the County in a form approved

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ___)

BIDDER SIGN HERE → _____ BIDDER

by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix F attached hereto. This sealed bid and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The County reserves the right to negotiate the terms and conditions of the contract with the selected bidder(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a bidder nor the negotiation of the contract with such bidder(s) shall constitute the County's acceptance of the bidder or a binding commitment on behalf of the County to enter into a contract with such bidder(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

Iran Divestment Act Certification, attached as Appendix G, must be completed and attached to bid.

Living Wage Law Certificate of Compliance, attached as Appendix L, must be completed and attached to bid.

DEFINITIONS:

1. The term "County" as used herein shall be deemed as reference to the County of Nassau, State of New York.

2. The term "Contractor" as used herein shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all services specified herein in accordance with the terms of this agreement.

3. The term "Agency" as used herein shall be deemed as the Board of Elections.

SCOPE:

It is the INTENT of the Agency to properly describe by these specifications, terms and conditions an adequate method of providing a trucking service for Scanner (DS-200) and Auto Mark Device, associated equipment, and certain items of furniture so they may enjoy uninterrupted service in consideration for payment.

WORK TO BE PERFORMED FOR:

NASSAU COUNTY BOARD OF ELECTIONS
240 OLD COUNTRY ROAD, 5TH FLOOR

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE 4)

BIDDER SIGN HERE → _____ BIDDER

MINEOLA, NEW YORK 11501-4800

GENERAL INFORMATION:

Questions pertaining to this bid should be directed to:
Messrs. Thomas McCormick and Scott Milano telephone number 516-571-2568, 2565

GENERAL CONDITIONS:

Contractor will furnish all labor, materials and transportation necessary.

Employees of the Contractor while on service shall carry suitable identification approved by the Commissioners of the Agency issued by Contractor and shall be instructed to submit same to scrutiny upon request by employees of the Agency and display at all times in the course of delivering and picking up machines.

The Agency reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

Unless otherwise indicated herein, the Agency reserves the right to make award by items, by classes, by group of items, or as a whole.

When in the determination of the Agency, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Agency, the Vendor consistently fails to deliver as ordered, the Agency reserves the right, to cancel the order and purchase the balance from other sources at Contractor expense.

The bidder hereby guarantees:

(a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the bidder is not the patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the bidder or in the sole option of the Agency to pay the cost of such defense to the County.
(b) To furnish adequate protection from damage for all work and to repair damages of any kind, for which they or their workmen are responsible, to the building or equipment, to

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

their own work or the work of other contractors, or in the opinion of the Agency to pay for the same by deductions in payments due under this contract.

(c) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.

(d) That they will keep themselves fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by them, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the bidder or their agents.

DESCRIPTION:

Each bidder MUST submit with their bid a list of the equipment owned and to be used for the operation, and if rented equipment is to be used, supply both a list of the equipment and a photo copy of the contract or lease.

Bids shall be presented as ROUTES. The bid for each and any route must be on a delivery and return basis. It should be understood that on certain routes certain stops will include the delivery and return of tables, chairs and privacy booths. These will be listed in the routes stops and must be included in the bid.

- BIDS MADE BY ROUTE SHALL BE ACCEPTED ONLY ON A PER SCANNER (DS-200) AND PER AUTO MARK DEVICE BASIS.

All bidders must submit under one corporate name; claims shall be submitted under the same corporate name.

SPECIFICATIONS:

EQUIPMENT:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE)

BIDDER SIGN HERE → BIDDER

NUZZI BROTHERS MOVING SERVICES, INC.

[redacted]
FAX:
PHONE:

9-28-15

EQUIPMENT LIST.

1999 INTERNATIONAL

2014 INTERNATIONAL

@)!@ INTERNATIONAL
2012

ALL TRUCKS ARE 26 FOOT LONG AND EQUIPTED WITH POWER GATES.

IF ADDITIONAL VEHICLES ARE NEED WE HAVE A ACCOUNT WITH HUB TRUCKS OF FARMINGDALE N.Y.

THANK YOU.
DOMINIC NUZZI
PRES.

Vehicles used by Contractors for transportation of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths, must be of a type that are permanently closed against the weather. Canvas tops or any other type of removable covering will not be acceptable.
The G.V.W. of each vehicle must exceed the total of its unladen weight plus the weight of its maximum capacity in Scanners (DS-200), Auto Mark Devices and equipment.

Vehicles should be equipped with a moveable, mechanical tailgate and ramp (for lowering Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to street level and raising to re-load), plus equipment to chock, strap or otherwise secure Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths in transit.

The bed of the vehicle should be within twelve inches in height of the Agency loading dock which is forty-eight (48") inches from ground level.

ALL EQUIPMENT USED MUST MEET THE APPROVAL OF THE AGENCY COMMISSIONERS.

ROUTES:

The routes will be presented as lists showing Polling Place, Town, A.D., E.D., locations and communities.

It should further be understood that slight changes in the route may occur because of the splitting of election districts or a change or changes in the location of a polling place or a change in designation of A.D. and E.D. as a result of Legislative Reapportionment. The changes will be kept to a minimum, but the total number of EDs on a route and the locations of a polling places may be subject to alterations after contracts have been awarded.

The contract shall include delivery to Primary, General Election and any Special Election that may fall within the route area. It should be understood that the total amount of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths may differ from one Election to the next.

The Agency will provide all necessary information. Further, the amount of Scanners (DS-200) and Auto Mark Devices required for Primaries or Special Elections may drop dramatically to the extent that the Contractor contracted to a particular route may have as few as one, two, or three Scanners (DS-200) and Auto Mark Devices to deliver for the Primary or Special Elections.

The Contractor must respond by 9:00 A.M. of the next working day after receiving verbal notification by the Agency that Scanners (DS-200), Auto Mark Devices and other equipment for election districts in his route are ready for delivery. This will not be common practice, as the Board will make every attempt

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

to provide advance notice based upon our setting schedule for Scanners (DS-200) and Auto Mark Devices.

The Contractor must understand that the Agency is not obligated to make all Scanners (DS-200) and Auto Mark Devices on his route available at one time. Scanners (DS-200) and Auto Mark Devices will be set in an order determined by the Agency's Planning Office.

A Contractor's access to the Agency warehouse will be limited to 7:00 A.M. to 5:00 P.M. for pick ups, and 7:00 A.M. to 9:00 P.M. for returns, Monday through Friday, excluding all legal holidays, for the pick-up of Scanners (DS-200), Auto Mark Devices, tables, chairs, privacy booths and return of the same.

Unless otherwise approved by Agency, the Contractor must return all Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to the Agency warehouse not later than 3 (three) working days after the election, commencing not earlier than 7:00 A.M., of the 1st day after the election, in order of his choice unless he is given specific priorities by the Agency.

ALL CONTRACTORS ARE EXPECTED AND REQUIRED TO COMPLETE THEIR WORK AT THE EARLIEST POSSIBLE TIME.

It may become necessary that a Contractor be advised to deliver Scanners (DS-200) and Auto Mark Devices to certain polling place the day before an election and remove the day after an election. This information will be included in route breakdowns as it is known. The Agency reserves the right to include any other such conditional alterations as they occur.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL ARRANGEMENTS WITH POLLING PLACES REGARDING THE DELIVERY. ASSISTANCE WILL BE GIVEN BY THE PLANNING OFFICE IN THIS AREA IN THE FORM OF READY INFORMATION SUCH AS ADDRESSES, DISTRICT CLERKS, ETC. BUT IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL PHONE CALLS, ALL CONTACTS, TO INSURE PROMPT DELIVERY AND REMOVAL OF SCANNERS (DS-200), AUTO MARK DEVICES, TABLES, CHAIRS AND PRIVACY BOOTHS.

All paperwork assigned to Contractors by the Agency must be accurately completed to the satisfaction of the Planning Office.

SECURITY:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

Once the Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths are loaded onto a Contractor's vehicle(s), the vehicle shall not be left unlocked and unattended for any significant length of time. If the vehicle's driver has to stop (for a rest break, to eat, to deliver another device, etc.), he or she shall never leave the vehicle unlocked and shall use his or her best effort to keep the vehicle in sight.

If at any point during transport the driver needs to be excused from this delivery route (shift end, illness, etc.), the route shall be resumed by, and custody and control shall be assigned to another responsible driver. Upon all such changes, the relinquishing and accepting drivers shall complete the appropriate paperwork provided by the agency.

NOTE:

The trucking work to be performed under any contract resulting from this bid is subject to New York State Labor Law, prevailing wage. Furthermore, to the extent applicable, the bidder represents that it is in compliance with the provisions of Local Law No. 9-2002, "Apprenticeship Training Programs for County Contracts," including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

No contract (route) may be sublet without written consent of the Agency Commissioners, but bidders should anticipate that such consent will not routinely be given and except in situations the Commissioners of Elections deem an emergency, will be denied. IN THE EVENT THAT A SUBLET CONTRACT IS FOUND ACCEPTABLE, THE SUB-CONTRACTOR MUST MEET ALL CRITERIA REQUIRED BY CONTRACTORS.

The bidder warrants that he is not in arrears to the County of Nassau upon debt or contract and is not in default as surety, contractor, or otherwise, upon any obligation to the County.

Tax Provision: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538, State Exemption #EX 7213062C. The County of Nassau is not subject to any existing "Fair Trade Agreements" and bidders should be governed accordingly.

Ordinance # 72-2014: The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-five Dollar ($275.00) per contract fee to register blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at: https://eproc.nassaucountyny.gov/SupplierRegister.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ___)

BIDDER SIGN HERE → _____ BIDDER

PERIOD COVERED:

Shall be from the effective date of the contract and shall run for a period of one (1) year with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance.

PRICES:

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Increases in labor and/or materials costs and insurance premiums may be considered provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications or other increases auditable by the County or insurance rate increases which are documented by the agent or insurance carrier. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Agency Commissioners. The decision as to whether or not such increases will be granted shall be made by the Commissioners and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or give written notice of termination, no less than sixty (60) days before any primary or general election, upon receipt of which the contract will be re-bid.

INSURANCE AND WORKERS' COMPENSATION:

1. The contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured, including but not limited to, the torts and negligence of Contractors personnel, with a combined single limit of three million dollars for bodily injury or property damage for any one occurrence at the Contractor's sole cost and expense. The policy must provide for full liability coverage for property damage. Any policy which provides for or covers property damage on a per pound basis will result in termination of the agreement with the Contractor without further notice. The certificate of such insurance shall be delivered to the Agency Commissioners at the time the Contractor delivers the performance bond.

2. The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

3. All insurance coverage as stipulated herein shall be subject to the approval of the County.

PERFORMANCE BOND:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
(CONTINUED ON PAGE 7)

BIDDER SIGN HERE → _____ BIDDER

In the event that an award is made hereunder, the Agency Commissioners require the successful bidder to post within one week, a performance bond for five thousand ($5,000.00) dollars per route or other collateral approved by the Commissioners, in lieu thereof, as 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 default on the part of the bidder. Such bond must meet all the requirements of the County Attorney and be approved by the County Attorney.

AWARD:

If any, award will be made to the lowest responsible bidder, who, in the opinion of the Agency Commissioners meets the specifications and qualifications stated herein. The award will be in the form of a Contract, which, when issued and executed by the Agency, with all other requisite County and other governmental approvals, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid.

PAYMENT:

County claim forms shall be submitted in arrears, directly to the using Agency with invoices, supported by vouchers signed by Agency personnel attesting to the satisfactory completion of the required services as specified.

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 22-24 of the Administrative Code of the County of Nassau and the provisions of the Anti-Discrimination Order of the County of Nassau.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

PRICE SCHEDULE	DELIVERY AND RETURN COST PER SCANNER (DS-200)
Route # 1	$ 96.00 Scanner (DS-200)
Route #2	$ 75.00 Scanner (DS-200)
Route #3	$ 76.00 Scanner (DS-200)
Route #4	$ 76.00 Scanner (DS-200)
Route #5	$ 76.00 Scanner (DS-200)
Route #6	$ 76.00 Scanner (DS-200)
Route #7	$ 40.00 Scanner (DS-200)
Route #8	$ 42.00 Scanner (DS-200)
Route #9	$ 76.00 Scanner (DS-200)
Route #10	$ 76.00 Scanner (DS-200)

PRICE SCHEDULE	DELIVERY AND RETURN COST PER AUTO MARK
Route # 1	$ 96.00 Auto Mark
Route #2	$ 80.00 Auto Mark
Route #3	$ 80.00 Auto Mark
Route #4	$ 80.00 Auto Mark
Route #5	$ 80.00 Auto Mark
Route #6	$ 80.00 Auto Mark

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

Route #7	$ ~~80.00~~ 50.00	Auto Mark
Route #8	$ 60.00	Auto Mark
Route #9	$ 80.00	Auto Mark
Route #10	$ 80.00	Auto Mark
Cost of delivery and return per table for any route	$ 9.00	
Cost of delivery and return per chair for any route	$ 6.00	
Cost of delivery and return per privacy booth for any route	$ 13.00	
Cost per man-hour overtime Monday through Friday	$ 37.00	per man-hour
Cost per man-hour overtime Saturday, Sunday or Holidays	$ 37.00	per man-hour
STAND- BY on Election Day One contractor to be station at agency during the hours of 5:00 a.m. to 9:30 p.m.	$ 1600.00	per truck, per election

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER SIGN HERE → Tom Meyer BIDDER

QUALIFICATION STATEMENT

NUZZI BROS. MOVING SERVICE INC.

ADDRESS: [redacted]

[redacted] TELEPHONE: [redacted]

1. STATE WHETHER: A CORPORATION xxx

INDIVIDUAL _____

PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME AND ADDRESSES OF OFFICERS OR PARTNERS

PRESIDENT: DOMINIC NUZZI

VICE PRES.: [redacted]

SECRETARY: MICHELLE NUZZI

TREASURER: [redacted]

PARTNERS: MICHAEL NUZZI

3. HAVE YOU EVER FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____. IF SO, WHEN? 1970 thru 1990

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT BUSINESS NAME? 18 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU BY NASSAU COUNTY? no. IF SO, WHERE AND WHY?

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

6. IN WHAT OTHER LINE OF BUSINESS ARE YOU OR YOUR FIRM FINANCIALLY ENGAGED?

none

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
DOMINIC NUZZI	PRES.	$)	VOTING MACHINES	SUPERVISOR
TIM WILLIAMS	DRIVER	!)	VOTING MACHINES	DRIVER

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL.

VISUAL SURVEY AND MEETINGS WITH BOE PERSONALL

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL BE PERSONALY SUPERVISED BY WHOM? GIVE NAME, ADDRESS, AND PRESENT POSITION.

DOMINIC NUZZI pres.

[redacted]

10. LIST THE PROJECTS WHICH YOUR FIRM HAS UNDER CONTRACT OR HAS PERFORMED IN THE PAST THREE YEARS WHICH YOU FEEL WILL QUALIFY YOU FOR THIS TYPE OF WORK:

TYPE OF WORK	DATE PERFORMED	APPROX. CONTRACT AMT.	NAME & ADDRESS OF CONTRACTING OFFICE
voting machines	30 years		BOE PERSONALL

(Use Additional Blank sheets if additional space is necessary)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER SIGN HERE → BIDDER

APPENDIX B

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: 9-28-15

1) Bidder's/Proposer's Legal Name: NUZZI BROS. MOVING SERVICE INC.

2) Address of Place of Business [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

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 _xx_ If Yes, please provide details: _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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

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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. _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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 on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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. _____

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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 on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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 BOARD OF ELECTIONS

Contact Person HANS LIPOVEC

Address 400 COUNTY SEAT DRIVE

City/State MINEOLA N.Y.

Telephone 516-571-1634

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NUZZI BROTHERS MOVING SERVICES, INC.

[redacted]
FAX: [redacted]
PHONE: [redacted]

9-28-15

NASSAU COUNTY BOARD OF ELECTIONS

RESUME OF NUZZI BROS. MOVING SERVICE.

PERSONS OF FINANCIAL INTEREST DOMINIC NUZZI
MICHELLE NUZZI

RESIDING A[redacted]

OFFICERS OF COMPANY DOMINIC NUZZI PRES.
MICHELLE NUZZI TREAS.
MICHAEL NUZZI SEC.

ALL RESIDING AT [redacted]

inc. in the state of new york

FIRM EMPOYES 6 full time employees.

REVUNE OF FIRM APPROXIMATES 175, 000. 00

I HAVE PERSONALLY BEEN INVOLVED IN TRANSPORTING VOTING MACHINES FOR OVER 35 YEARS. NUZZI BROS. HAVE BEEN TRANSPORTING MACHINES FOR 15 YEARS . WE HAVE SERVICED GENERAL ELECTION MACHINES AND SPECIAL ELECTIONS.

YOY NEED GO NO FURTHER THEN THE EMPLOEES OF BOE WHO HANDLE MACHINES TO ATTEST FOUR OUR DEGREE OF SERVICE.

I HAVE ATTACHED COPY OF N.Y. STATE LICENSE.

THANK YOU
DOMINIC NUZZI

PRES.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: NUZZI BROTHERS MOVING SERVICE, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: NASS

SERVICE COMPANY: COLBY ATTORNEYS SERVICE COMPANY SERVICE CODE: 08 *

FILED:05/04/2000 DURATION:PERPETUAL CASH#:000504000743 FILM #:000504000718

ADDRESS FOR PROCESS	EXIST DATE
THE CORPORATION 28 MARIETTA DRIVE WESTBURY, NY 11590	05/04/2000

REGISTERED AGENT

STOCK: 200 NPV

STATE OF NEW YORK DEPARTMENT OF STATE

FILER	FEES	160.00	PAYMENTS	160.00
	FILING	125.00	CASH	0.00
DANIEL SAMETA, CPA	TAX	10.00	CHECK	0.00
1456 DEER PK AVE.	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	0.00
N. BABYLON, NY 11703	HANDLING	25.00	BILLED	160.00
			REFUND	0.00

DOS-1025 (11/89)

Fax # 516-571-2534

E-Mail Address

Company VILLAGE OF MINEOLA

Contact Person 155 WASHINGTON AVE. JOSEPH R. SCALERO

Address MINEOLA N.Y. 11501

City/State

Telephone 516-746-0750

Fax # 516-746-5602

E-Mail Address

Company INC. VILLAGE OF FLORAL PARK

Contact Person SUSAN E. WALSCH

Address ONE FLORAL BLVD.

City/State FLORAL PARK N.Y. 110-02

Telephone 516-326-6300

Fax # ~~516x~~

E-Mail Address WWW. FPVILLAGE. ORG

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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, Dominic Nuzzi, 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 30 day of Sept 20 15

BARBARA BOTWINICK
Notary Public, State of New York
No. 01B05074354
Qualified in Nassau County
Commission Expires March 10, 2017

Notary Public Barbara Botwinick

Name of submitting business: NUZZI BROS. MOVING SERVICE INC?

By: DOMINIC NUZZI
Print name

Signature

PRES.
Title

9 / 30 / 15
Date

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APPENDIX C

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 DOMINIC NUZZI

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address same

   City/state/zip same

   Telephone [redacted]

   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 05/04/2000 Treasurer 05/04/2000

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary 05/04/2000

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

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(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

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BIDDER SIGN HERE → _____ BIDDER

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.

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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.

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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, Dominic Nuzzi, 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 30 day of Sept 2015

BARBARA BOTNICK
Notary Public, State of New York
No. 01B05074354
Qualified in Nassau County
Commission Expires March 10, 2017

Barbara Botnick
Notary Public

NUZZI BROS. MOVING SERVICE INC.
Name of submitting business

DOMINIC NUZZI
Print name

Signature

PRES.
Title

9/30/15
Date

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APPENDIX D

COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI BROS. MOVING SERVICE INC.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 11-354 5043

3. Type of Business: xx 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):

DOMINIC NUZZI

MICHELLE NUZZI

MICHAEL NUZZI

ALL ABOVE RESIDE AT [redacted]

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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.

DOMINIC NUZZI

MICHELLE NUZZI

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. The term "lobbyist" does not include any officer, director, trustee,

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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 below for a complete description of lobbying activities.**

None

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

None

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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: 9/26/15

Signed:

Print Name: Dominic Pozzi

Title: Pres

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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.

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APPENDIX E

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.

None

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

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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.**

MORG

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

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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: 9/28/16

Signed: [illegible]

Print Name: [illegible]

Title: [illegible]

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Page 4 of 4:

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.

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APPENDIX F

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **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"), (i) be 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).

2. **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.

3. **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, 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 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, such breach being determined solely by the County. Contractor has the right to cure

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such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the 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.

4. 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.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and

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against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable 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 for which the Contractor is responsible under this Section 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance and Bonds. (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 three million dollars ($3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable

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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 coverage. 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 coverage 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.

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the life of this agreement and any renewals of extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand ($5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

7. **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, 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.

8. **Work Performance Liability**.

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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.

9. 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, 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

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Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. 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, the County Attorney's Office, 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.

11. 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.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or

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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.

13. All Legal Provisions Deemed Included; Severability; Supremacy; 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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Fifty dollars ($150.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract:	Administrative fee:
$0 - $5,000	$0
$5,001 - $50,000	$160

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$50,001 - $ 100,000	$266
$100,001 or more	$533

15. 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 and other governmental 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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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

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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-

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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.

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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,

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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

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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.

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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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   DOMINIC NUZZI (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, 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 Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE → _____ BIDDER

and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Proposer/Bidder 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.

9/30/15
Dated
Signature of Chief Executive Officer

DOMINIC NUZZI
Name of Chief Executive Officer

Sworn to before me this

30 day of Sept, 2015

BARBARA BOTWINICK
Notary Public, State of New York
No. 01B05074354
Qualified in Nassau County
Commission Expires March 10, 2017

Notary Public

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE →

BIDDER

Appendix G
Iran Divestment Act – Certification

Pursuant to New York State Finance Law Section 165-A, Iran Divestment Act of 2012, the Office of General Services is required to post on its website a list of persons who have been determined to engage in investment activities in Iran (the "List"), as defined in that Act. Under Public Authorities Law Section 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a contract unless it obtains a certification from a bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a contract, on a case by case basis if the bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

The Certification is as follows:

___ (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

____(b) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification and would like to be considered for award, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. An award may be made to a bidder who cannot make the certification pursuant to paragraph (a) of this subdivision on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the

(CONTINUED ON PAGE ___)

BIDDER SIGN HERE → _____ BIDDER

investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

9/28/15 ~~90280-15~~

Signature/Date

DOMINIC NUZZI PRES.

Print Name and Position

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE ____)

BIDDER SIGN HERE →

BIDDER

FROM NUZZI BROS. MOVING SERVICE INC.

[redacted]

RUSH

FORMAL BID

BID NO. .....

PROPOSALS FOR .....

.....

OPENING DATE .....
AT 11:00 A.M.

PA30 5M10/00

Nassau County Board of Elections
240 Old Country Rd.- 5th Floor
Mineola, NY 11501

2015 OCT -2 P 12: 31

Contract ID#: CLTS15000001

Department: Traffic Safety Board

E-51-16

Contract Details

SERVICE STOP DWI Enforcement

NIFS ID #: CLTS15000001 NIFS Entry Date: 12/31/2015 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 **Danielle P. Rella**	Vendor ID# [redacted]
Address [redacted]	Contact Person Danielle P. Rella
	Phone [redacted]

County Department
Department Contact Christopher Mistron STOP DWI Coordinator
Address 1194 Prospect Avenue Westbury, NY 11590
Phone (516) 571-7021

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
1/19/16 1/19/16	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☒	12/31/15 12/31/15	[illegible]	
	OMB	*NIFS Approval* ☐	1/20/16	[illegible]	Yes ☐ No ☐ Not required if blanket resolution
1/25/16	County Attorney	*CA RE & Insurance Verification* ☑	1/25/16	[illegible]	
1/26/16	County Attorney	*CA Approval as to form* ☑	1/26/16	[illegible]	
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	2/4/16	Concetta A Delsole	
	Rules ☑ / Leg. ☐	☐			Yes ☐ No ☒
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
2/4/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/4/16	[illegible]	

COUNTY CLERK'S RECEIVED 2016 FEB 5 P 3:46 LEGISLATURE

Contract ID#: CLTS15000001

Department: Traffic Safety Board

Contract Summary

Description: Danielle P. Rella

Purpose: The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination od enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community. Amendment necessary due to the addition of Police Academy classes

Method of Procurement: : The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.

Procurement History: Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing it's safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.

Description of General Provisions:

The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board.

Impact on Funding / Price Analysis: The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.

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

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	81
Resp:	X5
Object:	DE
Transaction:	501

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$ 2,500.00
TOTAL	$ 2,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE501	$ 2,500.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 2,500.00

Document Prepared By: Christopher M. Mistron, STOP-DWI Coordinator Date: 12/31/15

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 2/4/16
Date	Date	(For Office Use Only)

E #:

PR5254 (8/04)

E-51-16

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 DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Danielle P. Rella is assisting the Traffic Safety Board and STOP DWI in various educational programs, 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 the agreement with Danielle P. Rella.

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: Danielle P. Rella

CONTRACTOR ADDRESS [redacted]

FEDERAL TAX ID # [redacted]

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:**

☐ **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

1/19/2016
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

AMENDMENT (together with any appendices or exhibits 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 County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [redacted]0 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTS15000003 between the County and the Contractor, executed on behalf of the County on March 18, 2015, (the "Original Agreement"), the Contractor assists the Traffic Safety Board and STOP DWI Program, as 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 January 1, 2015 until December 31, 2015, 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 an additional two (2), one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand Five Hundred Dollars ($24,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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 Two Thousand Five Hundred Dollars ($2,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Twenty-seven Thousand Dollars ($27,000.00) (the "Amended Maximum Amount"). The Amendment Maximum Amount shall be payable to the Contractor for Services performed by the Contractor at an hourly rate of Forty Dollars ($40.00) for a total of 62.5 hours.

2. Compliance with Law. (a) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, attached as Appendix L is a current Living Wage Law certification of compliance.

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.

DANIELLE P. RELLA

By: _____
Name: Danielle P. Rella
Title: Traffic Safety
Date: 1/19/16

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 19th day of January in the year 2016 before me personally came Danielle P. Bella 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 Individual 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

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified In Nassau County
Commission Expires May 22, 2018

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

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:

   Danielle P. Rella (Name)

   [redacted] (Address)

   [redacted] (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.

1/19/2016
Dated

Signature of Chief Executive Officer

Danielle P. Rella
Name of Chief Executive Officer

Sworn to before me this
19th day of January, 2016.

Notary Public

CHRISTOPHER M. MISTRON
NOTARY [illegible] New York
[illegible] 39
Qual[illegible] County
Commission Expires May 22, 20[illegible]

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified In Nassau County
Commission Expires May 22, 2018

COUNTY OF NASSAU

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

1. Name of the Entity: [redacted]

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Contractor 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):

N/A

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.

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. 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 below 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: 1/19/16

Signed: DRella

Print Name: Danielle Rella

Title: Traffic Safety

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.

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.

---

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

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

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.**

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

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: 1/19/16

Signed: DRella

Print Name: Danielle Rella

Title: Traffic Safety

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#: CQTS15000003

Department: Traffic Safety Board

Contract Details

SERVICE STOP DWI Enforcement

NIFS ID #: CQTS15000003 NIFS Entry Date: 2/25/2014 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 [redacted]a	Vendor ID# [redacted]
Address [redacted]	Contact Person Danielle P. Rella
	Phone [redacted]

County Department

Department Contact Christopher Mistron STOP DWI Coordinator
Address 1194 Prospect Avenue Westbury, NY 11590
Phone (516) 571-7021

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)* ☒	2/24/15 2/24/15		
2/26/15	OMB	*NIFS Approval* ☐	2/27/15		Yes ☐ No ☐ Not required if blanket resolution
3/3/15	County Attorney	*CA RE & Insurance Verification* ☐	3/3/15		
3/3/15	County Attorney	*CA Approval as to form* ☑	3/3/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☑
3/3/15	County Attorney	*NIFS Approval* ☑	3/3/15		
	Comptroller	*NIFS Approval* ☑	4/1/15		
3/15/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/15/15		

PR5254 (8/04)

Contract ID#: CQTS15000003

Department: Traffic Safety Board

Contract Summary

Description: Danielle P. Rella

Purpose: The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination od enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community.

Method of Procurement: : The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.

Procurement History: Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing it's safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.

Description of General Provisions:

The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board.

Impact on Funding / Price Analysis: The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.

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

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	81
Resp:	X5
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$ 24,500.00
TOTAL	$ 24,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE501	$ 24,500.00
2		$
3	APPROVED: 3/3/15	$
4		$
5		$
6		$
	TOTAL	$ 24,500.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher M. Mistron, STOP-DWI Coordinator Date: 2/24/15

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 Michael L. Cohen	Name	Date 3/18/15
Date 4/2/2015	Date 4/1/15	(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: Danielle P. Rella

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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:**

☐ **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

<u>2/25/2015</u>
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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 5 , 2015 (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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, New York, 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [redacted] "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor desires 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.

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, 2015 and shall terminate on December 31, 2015, 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 an additional two (2) one (1) year periods.

2. Services. The Contractor shall, assist the Traffic Safety Board and STOP DWI program including but not limited to:

(a) Performing educational programs for Nassau County schools and community organizations on a variety of Traffic Safety/STOP DWI programs. These programs shall include but not be limited to STOP DWI, Safety Belt use, Texting and Driving, and vehicle and roadway safety.
(b) Assist in creating educational materials and programs for STOP DWI.
(c) Assist the Traffic Safety/STOP DWI Coordinator in maintaining crash statistics.
(d) Assist the Traffic Safety/STOP DWI Coordinator with media releases and events.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty-Four Thousand Five Hundred Dollars ($24,500.00) payable at per the attached budget attached hereto as "Appendix A."

(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) Expenses. The Contractor shall be compensated within the Maximum Amount for all reasonable expenses properly incurred within the scope of this Agreement, including, but not limited to, the following:

i. Hotel accommodation expenses while away to provide Services within the scope of this Agreement; such expenses shall not exceed the County government rate.

ii. Food while away to provide Services within the scope of this Agreement, which shall not exceed Thirty Dollars ($30.00) per day.

iii. Travel expenses to and from meetings relating to the Services to be provided within the scope of this Agreement including attendance at the NY State Commission on Forensic Science Meetings.

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). Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

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, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure 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) Protected Information. The Contractor acknowledges that he may have access to confidential information of the County ("Confidential Information") and warrants that he shall take all steps necessary to maintain that confidentiality and to prevent disclosure of the Confidential Information in his possession. The obligation of this paragraph shall survive termination of this Agreement.

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.

8. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) Except as provided in paragraph (a) above, the County will indemnify the Contractor for all Services he provides within the scope of this Agreement and will hold him harmless from any and all liability arising from any third- party litigation as a result of this agreement. The County shall provide legal representation for the Contractor for any litigation brought by third parties resulting from the Services provided by the Contractor within the scope of this Agreement.

(c) The Parties shall cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding 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 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. In the event that the Contractor is not required to carry such insurance under the Law, they shall provide to the County a letter indicating that the Contractor, Elizabeth Spratt, has no employees.

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. The County hereby consents to Contractor's sub-contracting of portions of the Services to the following individuals: Thomas Camporese, MS, Senior Toxicologist; Christopher Cording, MS, FTS, Senior Toxicologist; Robert DeLuca, MS, FTS, Senior Toxicologist; Eliza Adorno, BS, Toxicologist; Mary Jane Edattel, MS, Toxicologist; V. Radkar, MS, Toxicologist; Marco Trauzzi, MS, Toxicologist; and Sandra Viens, BS, Toxicologist.

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. 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. Administrative Service Charge. The Contractor 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 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.

21. 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.

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

DANIELLE P. RELLA

By: DRella

Name: Danielle P. Rella

Title: Traffic Safety Educator

Date: 1/5/2015

NASSAU COUNTY

By: [illegible]

Name: Chandler Rebhandl

Title: Deputy County Executive

Title: ☑ Deputy County Executive

Date: 1/15/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of January in the year 2015 before me personally came DANIELLE P. RELLA to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the individual described herein and which executed the above instrument; and that she signed her name thereto.

NOTARY PUBLIC

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of March in the year 2015 before me personally came Charles Rizzo 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.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX A

DANIELLE P. RELLA

01/01/15-12/31/15

DESCRIPTION	AMOUNT
PERSONAL SERVICES:	
Danielle P. Rella $40.00 per hour for 615 hours	$ 24,500.00
TRAVEL:	
MATERIALS:	
GENERAL EXPENSES:	

GRAND TOTAL: $ 24,500.00

Christopher M. Mistron
STOP DWI Coordinator

Schedule "A"

Form of Case Review Report

Name: FEB Case #

Review of Blood Alcohol Examination Worksheet

Blood alcohol Concentrations

Average Blood Alcohol Reported

Chromatography reviewed

Quality Controls and Standards reviewed (Within 4% of target)

Case number and analyst's initials on all documents

All attached documents

Final Report consistent with Data

Reviewer: 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:

   _____ (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.

1/5/15
Dated

DRella
Signature of Chief Executive Officer

Danielle P. Rella
Name of Chief Executive Officer

Sworn to before me this
5th day of January, 2015.

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044038
Qualified in Nassau County
Commission Expires May 22, 2015

NIFA

Nassau County Interim Finance Authority

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

1. **Vendor:** Danielle P. Rella

2. **Dollar amount requiring NIFA approval: $** 0

   Amount to be encumbered: $ 24,500.00

   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:** 1/1/2015 - 12/31/2015

   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 % 100%
   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 funds the personal services contract through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Requested amount has been approved by NYS DMV as part of submitted plan.

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:**

   See Attached

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
	Deputy Budget Director	3/3/2015

Robert J. Conroy
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.

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/02/2015
LINK TO: GRANT SUMMARY INQUIRY 10:21 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A
GRANT : TS81 STOP-DWI PLAN
GRANT DETAIL : X5 STOP-DWI PLAN 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	BD	FINES & FORFEITS	1,268,200			-1,268,200
		REVENUE TOTAL	1,268,200			-1,268,200
	BB	EQUIPMENT	15,000			15,000
	DD	GENERAL EXPENSES	15,000	1		14,999
	DE	CONTRACTUAL SERVIC	233,200			233,200
	HH	INTERFD CHGS - INT	1,005,000			1,005,000
		EXPENDITURE TOTAL	1,268,200	1		1,268,199

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/02/2015
LINK TO: GRANT SUMMARY INQUIRY 10:21 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A
GRANT : TS81 STOP-DWI PLAN
GRANT DETAIL : X5 STOP-DWI PLAN 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
		REVENUE LESS EXPEN		-1		-1

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAMLO101 V4.2 NIES PRODUCTION SYSTEM 03/02/2015
LINK TO: VENDOR DETAIL 10:19 AM
ACTIVE

FISCAL MO/YEAR : 10 2014 OCT 2014 **BALANCE TYPE** : 01 ENCUMBRANC
VENDOR : [redacted] DANIELLE P RELLA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE	DESCRIPTION							
	10/29/2014	103	CQTS14000051	01 TSGRT8100	OTH	DE501		10 2014	24,500.00
		STOP DWI AND TRAFFIC SAFETY EDUCATION							

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Danielle P. Rella

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 2,500.00

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: 1/1/2015 - 12/31/2015

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 % 100%
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 funds the personal services contract through the Nassau County STOP-DWI Grant Program. Additional amount is to cover additional presentations and work due to additional police academy classes. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Amended amount has been included as part of approved 2015 STOP DWI plan.

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.

Rosanne Allen 1/25/16

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-51-16

COUNTY OF NASSAU

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

1. Name of the Entity: Danielle P. Rella

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Contractor 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):

[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 shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

2016 MAR -2 P 1:32
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

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. 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 below 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: 1/19/16

Signed: DRella

Print Name: Danielle Rella

Title: Traffic Safety

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#: CQDA16000001

Department: District Attorney

E-54-16

Contract Details

SERVICE: Re-entry Coordinator, Contract Manager, Mentoring, Internships, Educational & Sports Programs

NIFS ID #: CQDA16000001 NIFS Entry Date: 01/28/16 Term: from 07/01/15 to 06/30/16

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		County Department
Name **Family and Children's Association**	Vendor ID# **11-3422018**	Department Contact **ADA Dana Boylan**
Address 100 E. Old Country Rd., Suite 24 Mineola, NY 11501	Contact Person Jeffrey L Reynolds, Ph.D. President & Chief Executive Officer	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501
	Phone (516)746-0350 ext. 304	Phone (516) 571-2608

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Approved	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	X X	1/28/16 2/1/16		
	OMB	*NIFS Approval (Contractor Registered)*	☒	2/2/16	William Cote	Yes☐ No ☐ Not required if blanket resolution
2/3/16	County Attorney	*CA RE & Insurance Verification*	☑	2/3/16		
2/3/16	County Attorney	*CA Approval as to form*	☑	2/4/16		Yes☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	2/10/16	Concetta A Petracca	
	County Attorney	*NIFS Approval*	☐			
	Comptroller	*NIFS Approval*	☐			
2/10/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	2/16/16		

PR5254 (1/06)

Contract ID#: CQDA16000001

Department: District Attorney

Contract Summary

Description: Re-Entry Coordinator, Contract Manager, Mentoring, Internships, Educational & Sports Programs targeting recently incarcerated individuals and high-risk youth for Hempstead Community Improvement Project.

Purpose: To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This agreement will provide services to address the needs of previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement. For this contract period, we are expanding the program's base of operation to the City of Long Beach.

Method of Procurement: Family & Children's Association (FCA) has been performing these services since 2010 as part of the Hempstead Community Improvement Project. This Contractor has a long standing relationship with the community and a vocational education site in Hempstead, has prior experience providing similar services to the community at an exemplary level. The contractor was selected because it is the only local agency which possesses the necessary qualifications, skills, experience, ties to the community, and specialized access to the Nassau County Correctional Center necessary to perform the services for this project.

Procurement History: In the fall of 2007 the Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with applicable Nassau County rules and procedures regarding procurement.

Description of General Provisions: A twelve month agreement in the amount of Four Hundred and Seventy-One Thousand Five Hundred and Twenty Dollars ($471,520.00) for a Re-entry Coordinator, Contract Manager, Mentoring, Internships and Educational and Sports Programs connected with the District Attorney's Council on Thought and Action program in the Village of Hempstead and the City of Long Beach.

Impact on Funding / Price Analysis: None, contract is 100% grant funded and/or funded by discretionary forfeiture funds.

Change in Contract from Prior Procurement: Previous agreement was for $269,248.

Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA7A DA89
Resp:	X5/1B
Object:	DE500
Transaction:	CQDA

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$471,520.00
Capital	$
Other	$
TOTAL	$471,520.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT7EX4NYS X5/DE500	$70,520.00
2	DAGRT891BOTH/DE500	$401,000.00
3		$
4		$
5		$
6		$
	TOTAL	$471,520.00

APPROVED: J. Ignato 2/3/16

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R McManus

Date: 01/28/16

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 2/10/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-54-16

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEYS OFFICE AND FAMILY AND CHILDREN'S ASSOCIATION

WHEREAS, the County has negotiated a personal services agreement with the Family and Children's Association to provide services to address the needs of previously incarcerated individuals and engage at-risk youth in constructive activities, 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 the Family and Children's Association.

CQDA16000001

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: Family and Children's Association

CONTRACTOR ADDRESS: 100 East Old Country Road, Mineola, NY 11501

FEDERAL TAX ID #: 11-3422018

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.

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.

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

02/01/16
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.***

MADELINE SINGAS
DISTRICT ATTORNEY

OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY
262 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
TELEPHONE (516) 571-3340

ADDENDUM TO COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Date: 01/28/16

Subject: Contract CQDA16000001
Family and Children's Association

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Family and Children's Association has been performing these services since 2010 as part of the Hempstead Community Improvement Project. In this case it is not practical to conduct a competitive bidding process because of the nature of the program and the fact that it has been conducted on an ongoing basis since that time. This contractor was selected because it is the only local agency which possesses the necessary skills, expertise and experience to perform the required functions. In addition, this contractor has a long-standing relationship with the community and operates a vocational educational site in Hempstead. Family and Children's Association is also uniquely qualified due to having previously established access and clearance at the Nassau County Correctional Center. There were no alternative organizations considered because none had the capacity or resources to provide these services.

The performance of this agency has been satisfactory and this office is interested in continuing our partnership with them.

MADELINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/29/16

Subject: Contractor Evaluation:
Family & Children's Association

Please be advised that the services heretofore performed by this vendor have been satisfactory.

262 Old Country Road, Mineola, NY 11501
T. (516) 571-3800 | F. (516) 571-5065 | www.nassauda.org

CONTRACT FOR SERVICES

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 the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Family and Children's Association, a New York State not for profit corporation, having its principal office at 100 E. Old Country Road, Suite 24, Mineola, NY 11501 (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; and

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 Agreement shall commence on July 1, 2015 and terminate on June 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms.

2. **Services.** The Contractor shall provide services through the Council on Thought and Action ("COTA"), having bases of operation in both the Village of Hempstead and the City of Long Beach, New York. COTA functions as an alternative-to-incarceration prosecution option for adjudicating felony and misdemeanor cases in Nassau County, where pending cases are permitted upon court, defense, and prosecutor consent, to be diverted – upon conditional plea contract – to a self-sufficiency program curriculum that addresses facets of education, vocational training, child and family care, and life stabilization. It is measured by both educational and employment achievements, along with re-offense reduction, with the ultimate objective being an individual's successful "re-entry" into the community in a productive, law-abiding manner. COTA additionally provides re-entry services for conditionally-released defendants, accepting referrals from the Nassau County Probation Department and the New York State Department of Corrections and Community Supervision (DOCCS). Individuals (termed COTA's "clients" or "program participants") are selected for referral by these agencies based upon risk assessments, including lifestyle, gang affiliation, and support structure. All agency referrals are upon consent of a supervising prosecutor. Through its services to the court system, including post-release services, COTA strives to reduce the risk of re-offense,

facilitate re-entry, and mitigate collateral consequences of criminal convictions where possible. Where applicable, results and achievements are reported back to referring agencies. COTA receives ancillary clientele from at-risk individuals in the local communities, as assessed by an assistant district attorney, a referring law enforcement agency, or both. Social services provided by COTA are more fully described in the attached budget (APPENDIX A).

a) Contract Manager -- The Contractor shall provide a contract manager to oversee program expenses and to monitor progress and performance in contract compliance and in attaining organizational goals.

b) Re-Entry Case Managers – The Contractor shall provide up to two (2) full-time and one (1) part-time Re-Entry Case Managers to perform all aspects of case management, including but not limited to assessment and meeting with COTA clients to provide resources and referrals to assist with housing, employment, family and parental support, health care, and alcohol and chemical dependency treatment.

(1) Facilitates pre-release visits at correctional facilities providing written plans.

(2) Provides direct counseling designed to motivate and focus COTA clients on implementing personal development.

(3) Provides advocacy, information and referral services including linkages to appropriate services. Maintains and develops service resources for clients.

(4) Provides vocational development skills essential to either entering or advancing in the job market.

(5) Provides casework services and crisis intervention to clients.

(6) Facilitates regular field visits as needed to support the client's goal attainment.

(7) Coordinates activities, trips, and transportation to enhance vocational and personal development skills for program participants.

(8) Achieves academic benchmarks for program participants and their dependents through application of the science, technology, engineering, art and mathematics (STEAM) program, compiling statistical data for learning objectives.

(9) Assumes other tasks and responsibilities assigned to support the operations of the COTA program.

c) Re-Entry Outreach Workers – In coordination and consultation with law enforcement partners and entities described above, the Contractor shall provide outreach services to gang-involved, at-risk, currently incarcerated, and conditionally-released individuals. The Contractor shall also provide transportation to outreach workers on an as-needed basis. The Contractor shall also provide for incidentals essential to the running of the program.

d) Administrative Assistants – The Contractor shall provide up to two (2) administrative assistants to support the day-to-day administrative needs of the program. The responsibilities include but are not limited to typing, data collection, research, reporting and coordinating.

e) Program Assistant (STEAM) – The Contractor shall provide a program assistant to assist in the implementation of the COTA STEAM program in the City of Long Beach. Duties will include monthly tracking and compilation of statistical data for STEAM program goals and objectives.

f) Mentoring/Enrichment Program – The Contractor shall provide training and compensation to mentors who provide services and skill development to COTA clients. The Contractor will also provide for incidentals related to mentoring such as transportation, enrichment opportunity, clothing items, educational materials and supplies and personal hygiene items to assist COTA clients in personal development and in preparing for employment interviews and job opportunities.

g) Internships – The Contractor shall provide COTA clients with introductory training to develop skills in various employment areas. The Contractor shall also provide for incidentals essential to the running of the program.

h) Educational Activities – The Contractor shall provide training opportunities for COTA clients including, but not limited to, computer skills, certificate training, general equivalency diploma examination preparation and alcohol and substance abuse counselor training to enhance their chances for employment. The Contractor shall also provide for incidentals essential to the running of the program.

i) Athletic/Team-Building Programs – The Contractor shall operate apposite athletic programs to provide team-building, constructive and safe recreation. The Contractor shall also provide for incidentals essential to the running of the program.

j) Re-Entry Staff Training -- The Contractor shall provide training to program staff and volunteers to develop and refine skills necessary to meet program mission and objectives. The Contractor shall also provide for incidentals essential to the running of the program.

k) Trips – The Contractor shall organize and provide trips for program participants to promote cultural enrichment and to encourage positive social norms, values and coping skills. The Contractor shall also provide for incidentals essential to the running of the program.

l) Development of Informational Materials – The Contractor shall provide graphic design, photography, and other informational and marketing materials such as t-shirts, pens and notebooks, to assist with outreach efforts promoting the program and its benefits to incarcerated and at-risk individuals and to provide information to community partners.

m) Building Maintenance - The Contractor shall pay for building maintenance which shall include pest control services on an as-needed basis at the locations where the Services are conducted.

n) **Community Event Food Expenditures** – food expenses related to community meetings including but not limited to community outreach, gang intervention and COTA meetings.

In addition, the Contractor shall submit to the Department monthly and quarterly client progress reports in such format approved by the Department which provide, at a minimum, the following information:

(1) Number of clients seen.
(2) What Contractor services were utilized?
(3) Where were clients referred?

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 ("Maximum Amount") shall not exceed **Four Hundred Seventy-One Thousand and Five Hundred and Twenty Dollars ($471,520.00)**, payable in accordance with the attached budget, Appendix A.

(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) 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 government 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.

(g) Reallocation Among Line Items: The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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 the 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 acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

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.

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 any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim 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; 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 coverage. 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 coverage 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 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, 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. 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. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the

County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. 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 supersedes 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 and other governmental 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.

[Remainder of Page Intentionally Left Blank.]

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

FAMILY AND CHILDREN'S ASSOCIATION

By: _____
Name: Jeffrey L. Reynolds
Title: President/CEO
Date: 01/14/2016

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 14th day of January in the year 2016 before me personally came Jeffrey L. Reynolds 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 Family and Children's Association, 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

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Mary A. Chiz

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 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 County Executive/ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A
BUDGET AND SCOPE OF SERVICES (p. 1)

PERSONNEL SERVICES	Hempstead	Long Beach	Total
Contract Manager*			
Salary – 10% of Annual Salary of $65,183	$6,518		$6,518
Fringe (16%)	$1,043		$1,043
Administrative Fee (15%)	$1,134		$1,134
Sub-Total	**$8,695**		**$8,695**
Re-Entry Case Managers – Full Time*			
$18.00 per hour/Up to Two (2)/Hempstead	$65,500		$65,500
Fringe (34%)	$22,270		$22,270
Administrative Fee (15%)	$13,166		$13,166
Sub-Total	**$100,936**		**$100,936**
Re-Entry Case Managers – Part Time			
$17.50 per hour/One (1)/Long Beach (not to exceed 18 hours per week)		$16,380	$16,380
Fringe (10%)		$1,638	$1,638
Administrative Fee (15%)		$2,703	$2,703
Sub-Total		**$20,721**	**$20,721**
Outreach Workers			
$17.50/hour maximum of 18hrs/wk up to 4 people (Hemp) Max. 590 hours annually/ worker up to 2 people (L.B.)	$65,520	$20,650	$86,170
Fringe (10%)	$6,552	$2,065	$8,617
Administrative Fee (15%)	$10,811	$3,407	$14,218
Sub-Total	**$82,883**	**$26,122**	**$109,005**
Administrative Assistants			
$17.50 per hour Max. 258 hours/Hempstead 129 hours/LB **(not to exceed 18 hours per week)**	$4,515	$2,258	$6,773
Fringe (10%)	$452	$226	$678
Administrative Fee (15%)	$745	$373	$1,118
Sub-Total	**$5,712**	**$2,857**	**$8,569**
Mentors			
$17.50 per hour/Max. 285 hours **(not to exceed 18 hours per week)**	$5,000	$5,000	$10,000
Fringe (10%)	$500	$500	$1,000
Administrative Fee (15%)	$825	$825	$1,650
Sub-Total	**$6,325**	**$6,325**	**$12,650**

APPENDIX A
BUDGET AND SCOPE OF SERVICES (p. 2)

PERSONNEL SERVICES	Hempstead	Long Beach	Total
Interns			
$11.00 per hour/Max. 18 hrs/week/intern			
(not to exceed 18 hours per week)	$23,000	$10,000	$33,000
Fringe (10%)	$2,300	$1,000	$3,300
Administrative Fee (15%)	$3,795	$1,650	$5,445
Sub-Total	**$29,095**	**$12,650**	**$41,745**
Sports Program Staff			
Staffing, including coaches, assistants	$8,000	$4,000	$12,000
Fringe (10%)	$800	$400	$1,200
Administrative Fee	$1,320	$660	$1,980
Sub-Total	**$10,120**	**$5,060**	**$15,180**
SUB-TOTAL PERSONNEL SERVICES	**$243,766**	**$73,735**	**$317,501**
OTPS			
Mentoring/Enrichment Program	$2,000	$2,000	$4,000
Educational Activities (includes van, driver, Classes & trips)	$18,000	$8,000	$26,000
Sports Program (equipment, uniforms)	$3,000	$3,000	$6,000
Re-Entry Staff Training	$3,000	$3,000	$6,000
Trips	$5,000	$4,000	$9,000
Re-Entry Informational Brochures, Books & Promotional Materials	$2,500		$2,500
Building Maintenance (incl. pest control)	$3,200		$3,200
Food for Community Events	$5,000		$5,000
Background Checks	$1,500	$500	$2,000
Sub-Total	**$43,200**	**$20,500**	**$63,700**
Program Administration	**$4,320**	**$2,050**	**$6,370**
SUB-TOTAL OTPS	**$47,520**	**$22,550**	**$70,070**

* Reimbursement for salary for positions indicated will include reimbursement for any leave **taken** at the percentage of participation in the program **up to** the maximum salary stated in the contract budget. Fringe reimbursement does not include reimbursement of leave time taken. It does include reimbursement for payroll taxes on benefit leave time.

SUB-TOTAL COTA	**$291,286**	**$96,285**	**$387,571**

APPENDIX A
BUDGET AND SCOPE OF SERVICES (p. 3)

PERSONNEL SERVICES	Long Beach	Total
S.T.E.A.M.		
Program Assistant/ $17.50 per hour		
(not to exceed 18 hours per week)	$8,575	$8,575
Fringe (10%)	$858	$858
Administrative Fee (15%)	$1,415	$1,415
Sub-Total	**$10,848**	**$10,848**
SUB-TOTAL PERSONNEL SERVICES	**$10,848**	**$10,848**
OPERATING EXPENSES – S.T.E.A.M.		
Curriculum Development & Program Assessment Tool Development & Implementation/Application	$25,000	$25,000
Program Facilitation	$25,000	$25,000
Internships Stipends	$9,480	$9,480
Undergraduate @ $11.00 per hour (240 Hours)		
Graduate @ $17.50 per hour (240 Hours)		
Computer Network Upgrade: Replace old & install new hardware and computer software w. licenses	$5,000	$5,000
Administrative Overhead	$1,975	$1,975
Sub-Total	**$66,455**	**$66,455**
Program Administration/S.T.E.A.M. – 10%	**$6,646**	**$6,646**
SUB-TOTAL OTPS		**$73,101**
SUB-TOTAL S.T.E.A.M.		**$83,949**
CONTRACT TOTAL		**$471,520**

APPENDIX A
BUDGET AND SCOPE OF SERVICES (p. 4)

The Contractor shall provide human resources and payroll management functions for the staff hired pursuant to the terms of this Agreement (collectively known as "Contract Staff").

Complete job descriptions for Contract Staff shall be provided by the Department. Contract staff will be physically situated at locations provided and/or determined by the Department and the Department will provide all necessary furniture, office equipment and supplies, as required by Contract Staff to perform their jobs. Further, the Department shall be responsible for supervising and evaluating the job performance of all Contract Staff.

Compensation and Benefits

All Contract Staff will be paid according to the terms of the budget set forth in Appendix A of the Agreement. With the exception of the full-time Re-Entry Case Managers, all Contract Staff covered by this Agreement shall not work more than 18 hours per week and, therefore, shall not be eligible for any paid time off or other FCA employee benefits, other than those mandated by applicable by law.

The full-time Re-Entry Case Managers shall be entitled to paid time off and other benefits on a calendar year basis as follows:

- 13 paid holidays. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be paid for the following holidays per calendar year: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and two (2) floating holidays.

- 12 paid sick days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers may accrue and carry over from year to year a maximum of 65 days, but will not be paid for accrued, unused sick leave upon the termination of employment for any reason.

- 20 paid vacation days. The full-time Re-Entry Case Managers will be entitled to carry over a maximum of ten (10) accrued, unused vacation days each year. The full-time Re-Entry Case Managers, however, will not be paid for accrued, unused vacation time upon the termination of employment for any reason.

- 4 personal days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers may not accrue and carry over personal days. Further, the full-time Re-Entry Case Managers will not be paid for accrued, unused personal time upon the termination of employment for any reason.

- 3 bereavement leave days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be granted three (3) days off with pay in the event of the death of a member of their immediate family and, for relatives not in their immediate family, one day off.

- Ten paid days for jury duty. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be paid for the first ten days of active jury duty.

- The full-time Re-Entry Case Managers may elect to participate in the Contractor's health insurance plans subject to their payment of the cost shares applicable to the Contractor's other eligible employees. For those electing to participate, the County shall reimburse the Contractor for 100% of the Contractor's portion of the premium, payable out of the Fringe Benefits budget line provided in Appendix A of this Agreement.

Contract staff will have access to the Contractor's electronic timekeeping system, Time Force, and will be required to clock in and out of work, request and record all absences, and verify their time cards via this system. The Department will be responsible for reviewing and verifying the time cards and approving the Contract Staff's requests for time off where allowed. Contract Staff will be required to print out paper copies of their bi-weekly time cards to be reviewed and signed by a representative of the Department. These signed time cards will be forwarded to the Contractor's Payroll Administrator on a monthly basis for recordkeeping purposes. Scheduled time off, where allowed, will be at the discretion of the Department, however, approval of time off by the Department will not add to the paid time off provided for by the Contractor.

Employment-Related Policies and Procedures

The Contractor shall be responsible for the development and implementation of all appropriate employment-related policies and protocols for Contract Staff.

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:

   Jeffrey L. Reynolds _____ (Name)

   100 East Old Country Road, Mineola New York 11501 _____ (Address)

   (516) 746-0350 _____ (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 __x__ 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:

New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/Nassau Employees who were terminated in 2012. The Claim remains unresolved.

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.

January 14, 2016
Dated

Signature of Chief Executive Officer

Jeffrey L. Reynolds
Name of Chief Executive Officer

Sworn to before me this

14th day of January, 2016.

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20__

COUNTY OF NASSAU

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

1. Name of the Entity: Family and Children's Association

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Charitable 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):

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 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.

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):

N/A

(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: 12/15/2015 Signed: _____

Print Name: Jeffrey L. Reynolds

Title: President/CEO

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.

BOARD & OFFICER HOME ADDRESSES

Title	First Name	Last Name	State	Home Address	Home Town	Home Zip	Officer Title
Mr.	Donald	Abrams	NY	[redacted]			
Mr.	Peter J.	Bogan	NY				
Mr.	Daniel	Brown	NY				
Mr.	Rich	Cavallaro	NY				
Ms.	Rosanne	Cavallaro	NY				
Mr.	Robert	Schwerdel	NY				Board of Trustees, Treasurer
Mr.	Drew	Crowley	NY				Board of Trustees, Chairman
Mr.	David	Landau	NY				
Mr.	Charles	Strain	NY				
Mr.	H. Richard	Grafer	NY				Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY				
Ms.	Judy	Sandford Guise	NY				oard of Trustees, Secretary
Ms.	Janet	Henriquez-Marcic	NY				
Mr.	Michael	Monahan	NY				
Ms.	Dorothy	Jacobs	NY				
Mrs.	Angela	Jaggar	NY				
Mr.	Bernard	Kennedy	NY				
Mrs.	Hope	Lapsley	NY				
Ms.	Donna	Lewis	NY				
Mr.	Gerard	Jones	NY				
Mr.	Joseph	Patellaro	NY				
Ms.	Patricia	Pryor Bonica	NY				
Mr.	Scott	Treiber	NY				
Ms.	Delores	Smalls	NY				
Mr.	William	Thornton	NY				
Mr.	Wayne	Wink, Esq.	NY				
Mr.	Jeffrey	Reynolds	NY				FCA President/CEO
Ms.	Mary Ann	Vassallo	NY				FCA Chief Financial Officer
Mr.	Donald	Holden	NY				FCA Chief Development Officer
Ms.	Lisa	Burch	NY				FCA Chief Operating Officer

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Family & Children's Association

2. Dollar amount requiring NIFA approval: $ 471,520.00

Amount to be encumbered: $ 471,520.00

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: 07/01/15 - 06/30/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: This is an ongoing going program.

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % 0
State % 100
County % 0

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:

This agreement with Family & Children's Association is for services to address the needs of previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement.

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:

Submitted for approval on 02/01/16.

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQDA15000008 - $269,248.00
CQDA15000015 - $28,486.00

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.

Roseann Dallas 2/2/16

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-54-16

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 Jeffrey L. Reynolds

   Date of birt[redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Road

   City/state/zip Mineola, NY 11501

   Telephone 516-746-0350

   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 07 / 07 / 14 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 07 / 07 / 14 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 ___ YES _x_; If Yes, provide details.

   Executive Director of LICADD

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 _x_ If Yes, provide details.

   see attachment

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAR -4 A 10:47

Principal Questionnaire Form Question #6 DETAILS

Grant Listing

Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	LIHHP2 JML1	01/01/12 To 12/31/14	$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	$ 50,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID BJ12-1043-D00 DCJS BJ11637095	4/1/12 To 6/30/12	$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID BJ12-1062-D00 DCJS BJ12632660	7/1/12-6/30/13	$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	$ 20,000

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.

PQF (02/2016)

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, Jeffrey L. Reynolds, 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 3rd day of March 2016

Mary A Cl

Notary Public

FAMILY AND CHILDREN' S ASSOCIATION

Name of submitting business

Jeffrey L. Reynolds

Print name

Signature

President/CEO

Title

03 / 03 / 2016

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: 8/13/15

1) Bidder's/Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 516-746-0350

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

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 x No ___ If Yes, please provide details: Business leases office space in corporate headquarters

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

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. affiliates with Long Island Council on Alcoholism & Drug Dependence

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 _x_ No _____ If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/ Nassau County Employees who were terminated in 2012. The claim remains unresolved.

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

(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. NO CONFLICT EXISTS 3/1/16

(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. NO CONFLICT EXIST 3/1/16

(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. NO CONFLICT EXIST 3/1/16

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.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNT AND BE GUIDED ACCORDINGLY.

3/1/16

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 Nassau County Department of Social Services

Contact Person Lisa Murphy, Commissioner

Address 60 Charles Lindbergh Blvd. suite 200

City/State Uniondale, NY 11553-3687

Telephone 1-516-227-7403

Fax # 516-227-7076

E-Mail Address Lisa.murphy@hhsnassaucountyny.us

Company Nassau County Dept of Social Services

Contact Person John Imhof, PhD Commissioner

Address 60 Charles Lindbergh Blvd

City/State Uniondale, NY 11553

Telephone 516-227-8519

Fax #

E-Mail Address John.Imhof@hhsnassaucountyny.us

Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services
Alfred E. Smith Building

City/State 80 South Swan St.
Albany, New York 12210

Telephone 518-485-9922

Fax #

E-Mail Address maura.gagan@DCJS.NY.gov

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, Jeffrey L. Reynolds, 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 1st day of March 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Name of submitting business: FAMILY AND CHILDREN'S ASSOCIATION

By: Jeffrey L. Reynolds
Print name

Signature

President/CEO
Title

03 / 01 / 2016
Date

Contract ID#: Department: County Attorney

E-55-16

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT16000001 NIFS Entry Date: 12/18/2015 Term: September 29, 2015 - Completion

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: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: Jaclyn Delle
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (914) 872-7497	Phone: (516) 571-3034

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 ☐	1/26/16		Yes ☐ No ☐ Not required if blanket resolution
1/28/16	County Attorney	CA RE&I Verification ☑	1/29/16		
1/29/16	County Attorney	CA Approval as to form ☑	2/1/16		Yes ☑ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	2/10/16		
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	County Comptroller	NIFS Approval ☐			
2/10/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/10/16		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 FEB 10 P 2:58

PR5254 (8/04)

Contract ID#: Department: County Attorney

Contract Summary

Description: New outside counsel contract.

Purpose: New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.

Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from theRFQ panel based on the firm's expertise in the subject matter, experience, and availability.

Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $125,000.00

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 ☐	XXXXXX
County	$125,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$125,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$125,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$125,000.00

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 2/10/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

E-55-16

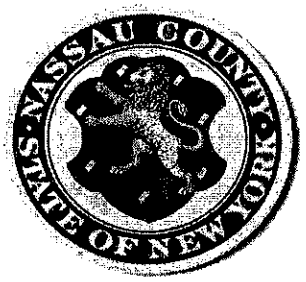
RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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 _____. 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 _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, 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 _____[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. X 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.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability.

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.

<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

11/4/15

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.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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 September 29, 2015 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of advising and representing the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel ("Services"). Services shall include, but not be limited to: initiating the actions; providing legal advice; motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Twenty-five Thousand Dollars ($125,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel:	$275.00
(ii) Associate:	$255.00
(iii) Paralegal/Law Clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that 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 contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable 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 expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(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 Counsel 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 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 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. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or 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 combined limit of 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 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.

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 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 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. 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) 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 or such other standard accounting principles that are acceptable within the industry 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 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. Counsel 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 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 Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel 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 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 Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. 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 and other governmental 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.

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

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: ROBERT A. SPOLZINO

Title: PARTNER

Date: DECEMBER 10, 2015

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: _____

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 10th day of DECEMBER in the year 20 15 before me personally came ROBERT A SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELSER, 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

IRENE F. MILLER
NOTARY PUBLIC, State of New York
No. 01MI6015135, Dutch Cnty.
Term Expires October 26, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of January in the year 2016 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 the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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 **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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   DANIEL J. McMAHON (Name)

   [redacted] (Address)

   [redacted] (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.

12/14/15
Dated

Signature of Chief Executive Officer

Daniel J. McMahon
Name of Chief Executive Officer

Sworn to before me this
14th day of December, 2015.

Kathleen J. Piscitello
Notary Public

KATHLEEN J. PISCITELLO
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 12, 2017

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____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.

SEE ATTACHED

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. 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: DECEMBER 10 2015

Signed:

Print Name: ROBERT A SPOLZINO

Title: PARTNER

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
100500	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100465	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101322	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100693	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101124	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
100229	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
100168	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
105593	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102125	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
101578	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102422	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102186	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102192	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
105586	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102100	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
100590	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103840	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103248	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102756	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102275	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103107	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
101998	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103106	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
100102	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102343	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
105123	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104238	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104524	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
105926	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
102664	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103815	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103160	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102554	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101648	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104149	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102203	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102567	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102616	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102617	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104154	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
105099	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101380	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
100694	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
103102	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
102209	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
105334	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
104877	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104881	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104059	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
103323	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103991	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104659	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101753	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101619	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103297	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101649	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101782	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101644	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104657	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
100455	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101194	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101029	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100296	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100977	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100501	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100897	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100754	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100751	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100271	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101477	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100421	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100788	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101404	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101272	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101007	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101846	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101284	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100351	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100708	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100471	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101451	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101088	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100435	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
103242	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101470	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102464	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102079	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101214	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
104308	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102777	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
101879	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
103632	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
105075	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101939	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101698	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101977	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101550	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101597	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
102438	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
103778	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
101398	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
105290	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
102525	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
100931	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100737	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100654	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
101915	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104058	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
102726	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104435	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
101126	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101210	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100603	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100589	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100851	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
104009	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101519	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101363	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101296	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101358	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100542	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101092	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101185	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101059	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101520	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101918	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100679	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101465	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100658	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101215	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100852	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100272	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101226	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100656	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100297	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101020	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101158	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100300	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101452	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
103948	Spotzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100753	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
102187	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100534	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100854	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001)

2. Dollar amount requiring NIFA approval: $ 125,000.00

Amount to be encumbered: $ 125,000.00

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: 09/29/2015-Completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity of matter, needed to commence prior to approval.

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:

New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.

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:

-CQAT14000023 encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT14000023, encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT15000004, encumbered $100,000.00 on 04/30/2015, max amount $100,000.00; -CQAT15000022, $75,000.00 to be encumbered, max amount $150,000.00, currently in approval process.

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 DiSilva 1/27/16

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#: CQAT10000033

Department: County Attorney

E-56-16

Contract Details

SERVICES:

NIFS ID #:CLAT15000034 NIFS Entry Date: 12/10/2015 Term: August 1, 2010 - completion

New ☐ Renewal ☐	
Amendment #5	☒
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: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: Jaclyn Delle
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.	Address: 1 West Street, Mineola, New York 11501
	Phone: (914) 872-7497	Phone: (516) 571-3034

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 ☐	1/26/16		Yes ☐ No ☐ Not required if blanket resolution
1/29/16	County Attorney	CA RE&I Verification ☑	1/29/16		
1/29/16	County Attorney	CA Approval as to form ☑	2/1/16		Yes ☑ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	2/12/16	Concetta A Petrucci	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	County Comptroller	NIFS Approval ☐			
2/4/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/4/16		

PR5254 (8/04)

Contract ID#: CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment #5 to outside counsel contract

Purpose: Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is to provide an opinion on litigation of certain aspects related to the County Guaranty.

Method of Procurement: Contract amendment. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser based upon their experience in the subject matter and availability. See below for procurement history.

Procurement History: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $0.01

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	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

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	Name	Date 2/4/15
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

RULES 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

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 Wilson Elser Moskowitz Edelman & Dicker LLP.

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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 _____. 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 _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, 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 December 14, 2010, and amended thereafter. 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 as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz, and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser (who were also added to the panel of qualified firms established after the Request for Qualification was issued) based upon their experience in the subject matter and availability.

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.

<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

11/4/2

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.

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits 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) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010 (the "Original Agreement"), as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013, and as amended by amendment four (4), County contract amendment CLAT14000020 executed on behalf of the County on December 1, 2014, Counsel provides legal services to the County in connection with litigation known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the County has retained a law firm to provide legal services in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty;" and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed the reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also provide the County with a second opinion regarding litigation related to the County Guaranty.

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.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SLOUZINO
Title: PARTNER
Date: DECEMBER 9 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 11/4/15

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 9th day of December in the year 2015 before me personally came Robert Spolino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman Dicker 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

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of January in the year 2016 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

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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.

Contract ID#:CQAT10000033

Department: County Attorney

Contract Details

SERVICE Special Counsel

NIFS ID #: CQAT10000033 NIFS Entry Date: 1/25/10 Term: from August 1, 2010 to July 31, 2011

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 Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#
Address 666 Old Country Road Garden City, NY 11530	Contact Person Robert A. Spolzino, Esq. Phone

County Department
Department Contact DCA Susan Gordon
Address One West Street Mineola, NY 11501
Phone 516 571 0490

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* X *NIFS Appvl (Dept. Head)* X	10/8/10		
	OMB	*NIFS Approval* ☐	10/6/10		Yes No X Not required if blanket resolution
10/27/10	County Attorney	*CA RE&I Verification* ☑	10/27/10		
10/28/10	County Attorney	*CA Approval as to form* ☑	10/28/10		Yes No X
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☑	12/10/10		

PR5254 (8/04)

Contract ID#:CQAT10000033

Department: County Attorney

12/14/10

	County Executive	*Notarization Filed with Clerk of the*		

Contract Summary

Description:

Purpose: To provide legal representation in the matters of Nassau v. State of New York , Index 005821/10 and U.S. v Nassau, 10-2320 CV

Method of Procurement: The law firms of Jaspan Schlesinger LLP, Levanthal & SLiney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications.

Procurement History: None

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:	
Resp:	1100
Object:	502
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	AT GEN 1100/DE502	$25,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.00

APPROVED: 12/27/10

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 12/14/10
Date 12/16/10	Date 12/10/10	(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: Wilson Elser Moskowitz Edelman & Dicker LLP (HAVA)

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

X A. Three law firms were interviewed – Wilson Elser LLP, Jaapan Shlesinger LLP and Levanthal & Sliney LLP. Wilson Elser was selected based upon its experience and qualifications.

☐ 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.

John Ciampoli, County Attorney

10/8/10

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

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassau County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 ,Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is currently litigating the cases of County of Nassau, Nassau County Board of Elections, et al. v. State of New York, New York State Board of Elections, et al., Index No. 005821/10 and United States of America v. Nassau County Board of Elections, Nassau County Legislature, #10-2320-CV (collectively the "HAVA Cases"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to employ Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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, 2010 and shall terminate on July 31, 2011 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, extend the term of this Agreement for a period of time necessary to resolve the litigations.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County as plaintiff and defendant in the HAVA Cases ("Services"). Subject to Section 13 herein, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the Lawsuits.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) ("Maximum Amount"). Hourly compensation for professional services shall be paid in accordance with the following fee schedule:

	in-Court Time	out-of-Court Time
i) Partner	$250.00	$235.00
ii) Associate	$175.00	$160.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments 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 contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a detailed, itemized list of allowable 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 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) Expenses and Disbursement. Counsel shall be compensated with the Maximum Amount for all reasonable expenses and disbursement actually incurred, including but not limited to out-of-pocket disbursements for 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 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. (a) 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.

(b) For the purpose of this Agreement and in accordance with the foregoing, the County hereby consents to Counsel representing parties adverse to the County in tax certiorari and condemnation proceedings.

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) 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 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 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.

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 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 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. 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) 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 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. Counsel 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 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 Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel 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 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 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.

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.

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

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

By: _____

Name: ROBERT A. SPOLZINO

Title: PARTNER

Date: 8/31/10

NASSAU COUNTY

By: _____

Name: John Campolo

Title: County Attorney

Date: _____

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

UNIFORM ACKNOWLEDGMENT (IN STATE)

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the 31st day of August, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared ROBERT A. SPOLZINO, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Stacey A. Riccardi
Notary Public

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01R6067154
Qualified in Westchester County
Commission Expires: 10/27/09 2013

2890773.1

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 2010 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 8th day of October in the year 2010 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 or she is the **County Attorney** of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC Diana Catapano

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2011

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14 day of December in the year 2010 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 Doreen R Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20____

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 chief executive officer of Contractor is:

   DANIEL J. McMAHON (Name)

   55 WEST MONROE STREET, SUITE 2800, CHICAGO, IL 60603 (Address)

   312-704-0550 (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.

9/13/10
Dated

Signature of Chief Executive Officer

Daniel J. McMahon
Name of Chief Executive Officer

Sworn to before me this

13th day of September, 2010.

Rosary A. Casiello
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROSARY A. CASIELLO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 6, 2013

EDWARD P. MANGANO
County Executive

JOHN CIAMPOLI
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To Whom It May Concern:

The County Attorney's office is seeking to extend the time for responses to the request for qualifications for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows:

RFQ# is AT0519-1018_____

TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to respond to request #AT 0519-1018_____

AMENDMENT # _1_

This amendment has been issued to change the end/due date of this proposal.

From:_June 2, 2010 ___ To:_June 25, 2010 ___

All other terms and conditions remain the same.

EDWARD P. MANGANO
County Executive

JOHN CIAMPOLI
Nassau County Attorney

NASSAU COUNTY ATTORNEY'S OFFICE

REQUEST FOR QUALIFICATIONS ("RFQ") FOR SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010
RFQ # AT0519-1018.

SECTION I – BACKGROUND AND PURPOSE OF THE RFQ

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, *inter alia*, coordinate representation of the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

All proposals will be evaluated on the following criteria:

1. Cost
2. Experience and references
3. General reputation in the areas of law specified from the list set forth below
4. Legal writing ability
5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with law firms submitting proposals.

SECTION IV – THE PROPOSAL PACKAGE

The proposal package submitted by each firm shall contain the following:

1. Proposal Cover Letter – The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.

2. Technical Proposal – The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFQ. At a minimum, the following shall be included:

a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.

b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible for working on County matters.

c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.

d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.

e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.

f. A statement that the firm agrees to abide by the County's Code of Ethics.

g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.

h. The name, title and telephone number of the person authorized to act on behalf of the

firm.

i. Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney.

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

Lisa LoCurto, First Chief Deputy County Attorney
Office of the County Attorney
1 West Street
Mineola, New York 11501
(516) 571-3033

Certified copy
received on 09/07/2011

Contract ID#: COAT10000033

Department: County Attorney

E-DJ-11

Contract Details

SERVICE Special Counsel

NIFS ID #: CLAT10000020 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

New Renewal	☐
Amendment	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 Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Garden City, NY 11530	Contact Person Robert A. Spolzino, Esq. Phone

County Department
Department Contact DCA Susan Gordon
Address One West Street Mineola, NY 11501
Phone 516 571 0490

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)	X X	29 Dec 2010		
	OMB	NIFS Approval	☐	12/31	Subject to Appr'd Bd Tr	Yes X No Not required if blanket resolution
12/29/10	County Attorney	CA RE&I Verification	☐	12/29/10		
12/30/10	County Attorney	CA Approval as to form	☑	12/30/10		Yes X No
	Legislative Affairs (LEG)	Fw'd Original K to CA	☐	1/3/11		
	Rules ☐ Leg. ☐		☐			
	County Attorney	NIFS Approval	☐			
	County Comptroller	NIFS Approval	☑	1/3/11		
	County Executive	Notarization Filed with Clerk of the Leg	☐ ☐	1/3/11		

PR5354 (8/04)

Contract Summary

[illegible]

[illegible]

[illegible]

Procurement History: The law firms of Jaspan Schlesinger LLP, Levantini & Sliney LLP and Wilson Elser LLP were reviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area [illegible] Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFP issued in May 2010.

Description of General Provisions: As described above.

Impact on Funding: Price Analysis: $250,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund	GEN
Control	
Resp	1100
Object	502
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$250,000.00
2		
3		
4		
5	12/29/10	
6		$
	TOTAL	$250,000.00

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 1/3/11
Date 8/15/11	Date 7/20/11	(For Office Use Only) E #:

PR5254 (8/04)

E-7-11

RULES RESOLUTION NO. 12 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-10-11
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

[illegible]

[illegible] SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

Name	Office Address
Abatemarco Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler,Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar,Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri,Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Araten,Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arledge,Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach,Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco,Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin,Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy,Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry,Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman,Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg,Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman,Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns,Robert A.	33 Washington Street Newark, NJ 07102-3017 US
Bernstock,Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron,Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II,Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek,Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock,Martin	677 Broadway Albany, NY 12207-2996 US
Bilger,L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek,Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair,Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert,William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski,Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule,Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa,Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan,Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett,Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin,Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown,Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown,James S	150 East 42nd Street New York, NY 10017-5639 US
Brown,Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown,Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn,Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci,Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd,James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke,James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner,Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III,John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazzo,Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron,Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria,Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Cata,Ricardo J.	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Cawley,Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles,Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng,Eric G.	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark,Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente,Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford,John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey,Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
Cohen,Laurie T	677 Broadway Albany, NY 12207-2996 US
Collins,J. Price	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Colombo,Sherril M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino,Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon,Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless,Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corleto,Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing,Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles,Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo,Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das,Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'Avanzo,Joseph A	3 Gannett Drive White Plains, NY 10604-3407 US
Deaver,James T.h.	150 East 42nd Street New York, NY 10017-5639 US

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Hofman,Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes,David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson Kelly,Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr.,E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe,Sylvere M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn,Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jasi,Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers,Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins,Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings,Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe,Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones,Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan,Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadoorian,James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn,David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn,Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow,Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich,Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz,Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman,Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh,Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly,Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly,Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent,Steven S	150 East 42nd Street New York, NY 10017-5639 US
King,Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis,Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani,Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein,Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf,Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba,Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause,Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss,Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss,William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski,Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar,Jason M	55 West Monroe Street - Suite 3800.Chicago, IL 60603-5001 US
Laird,Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin,Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer,Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella,Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree,Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledwin,Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee,John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr,Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner,Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko,Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur,Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine,Tori S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy,Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin,Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum,Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney,Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa,Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi,Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas,Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino,Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello,Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola,Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough,Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann,John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern,Joseph A.h	3 Gannett Drive White Plains, NY 10604-3407 US
McLean,Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon,Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels,Peter A	3 Gannett Drive White Plains, NY 10604-3407 US

[illegible]	[illegible]
[illegible]	[illegible] New York, NY [illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible] Broadway Albany, [illegible]
[illegible]	[illegible] Market Street [illegible]
[illegible]	[illegible] America Plaza [illegible] Main Street, Suite 4800 [illegible]
[illegible]	[illegible] West Monroe Street Suite 3800 Chicago, IL [illegible]
Newlin,[illegible]	[illegible] Broadway Albany, NY 12207-2996 US
Nugent,[illegible]	[illegible] West Monroe Street Suite 3800 Chicago, IL 60603-5001 US
O'Brien,[illegible] Michael	[illegible] Gannett Drive White Plains, NY 10604-3407 US
O'Brien,James J	[illegible] Gannett Drive White Plains, NY 10604-3407 US
O'Connor,Carolyn [illegible]	[illegible] Washington Street Newark, NJ 07102-3017 US
[illegible],Richard [illegible]	[illegible] Gannett Drive White Plains, NY 10604-3407 US
O'[illegible],Howard J	[illegible] Gannett Drive White Plains, NY 10604-3407 US
O'[illegible],Lois K	150 East 42nd Street New York, NY 10017-5639 US
[illegible],Denise J	150 East 42nd Street New York, NY 10017-5639 US
[illegible],Steven R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Perlas,Joseph T	677 Broadway Albany, NY 12207-2996 US
Pernicone,Carl J	150 East 42nd Street New York, NY 10017-5639 US
Pisano,George A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Piscitelli,Anthony P	677 Broadway Albany, NY 12207-2996 US
Pollard,Bryan D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3750 US
Pomerantz,Frederick J	150 East 42nd Street New York, NY 10017-5639 US
Porter,Richard B	150 East 42nd Street New York, NY 10017-5639 US
Press,Michelle R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Publicover,Adrienne C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Quaranta,Philip	3 Gannett Drive White Plains, NY 10604-3407 US
Quinn,Thomas F	33 Washington Street Newark, NJ 07102-3017 US
Rabinowitz,Wayne I	3 Gannett Drive White Plains, NY 10604-3407 US
Ramirez,Jorge A	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Rehberger,James S	33 Washington Street Newark, NJ 07102-3017 US
Riina,William J	33 Washington Street Newark, NJ 07102-3017 US
Ritter,Jodi B	3 Gannett Drive White Plains, NY 10604-3407 US
Roarke,Robert F	3 Gannett Drive White Plains, NY 10604-3407 US
Robinson,Ralph	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Rockas,George C	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Roer,Ricki Ellen	150 East 42nd Street New York, NY 10017-5639 US
Rosen Semlies,Lori	3 Gannett Drive White Plains, NY 10604-3407 US
Rosen,Adam B	150 East 42nd Street New York, NY 10017-5639 US
Rosenberg,Philip	677 Broadway Albany, NY 12207-2996 US
Ross,David M	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Ross,Mathew P	3 Gannett Drive White Plains, NY 10604-3407 US
Rothmann,Rebecca M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Rowland,Stacey B	677 Broadway Albany, NY 12207-2996 US
Rubenstein,Richard H	150 East 42nd Street New York, NY 10017-5639 US
Russell,Angela Williams	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Russo,Theresa M	677 Broadway Albany, NY 12207-2996 US
Sandhaas,Jill T	677 Broadway Albany, NY 12207-2996 US
Sandza,Elizabeth B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Santoni,Cynthia L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Sauter,Eric J	3 Gannett Drive White Plains, NY 10604-3407 US
Schaffer,Scott R	150 East 42nd Street New York, NY 10017-5639 US
Schexnayder,Martin S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Schlom,Curt J.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Schouest,John L	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Scott,Kenneth	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Shapiro,Kenneth L	677 Broadway Albany, NY 12207-2996 US
Sheehan,Timothy J	3 Gannett Drive White Plains, NY 10604-3407 US
Sheiffer,David S.	150 East 42nd Street New York, NY 10017-5639 US
Shenker,Cynthia D	677 Broadway Albany, NY 12207-2996 US
Shepperd,John R	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US

Sherman,Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith,Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitaletto,Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spoizino,Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley,Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski,James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato,Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel,Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens,Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart,Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel,Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik,Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius,Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan,John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs,Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa,Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas,Mark W	677 Broadway Albany, NY 12207-2996 US
Thorne,Sheri M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Thurston,James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem,David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin,Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins III,George N	150 East 42nd Street New York, NY 10017-5639 US
Tone,Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping,Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello,Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie,James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali,Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori,Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel,Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace,Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters,Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters,Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber,Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween,Martin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman,Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson,Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams,Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills,Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr,Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn,William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz,Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright,Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young,Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young,Steven L	3 Gannett Drive White Plains, NY 10604-3407 US

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: Wilson Elser Moskowitz Edelman & Dicker LLP (HAVA) CLAT10000020

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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 October 8. 2010. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The procurement for the original agreement is as follows. The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFQ issued in May 2010.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

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

[illegible]

[illegible] determination if the contractor has not [illegible] contract with the contractor should be [illegible] contract [illegible]

In certain limited circumstances, conducting a competitive process and/or comprehensive evaluation may not be possible because of the nature of the human services program, or [illegible] a genuine need to continue service, though the same provider. In these circumstances, [illegible] of such a competitive process and a 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. [illegible] of 1993, including its receipt and evaluation of [illegible] Statements of Qualifications & Performance Data, and its negotiations with the most highly [illegible] firm.

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-[illegible] (1987-1 C.B. [illegible]), attached as Appendix A to the Comptroller's Memorandum, dated February [illegible], 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

12/29/10

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

AMENDMENT NO. 1

AMENDMENT, dated as of December___, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 ,Garden City New York 11530 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, 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 August 1, 2010 until July 31, 2011 (the "Original Term");

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 and Counsel desire to increase the Maximum Amount.

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 Two Hundred and Fifty Thousand Dollars ($250,000.00), 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 and Seventy-five Thousand Dollars ($275,000.00) (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.

By: [illegible]
Name: [illegible]
Title: [illegible]
Date: [illegible]

NASSAU COUNTY

By: [illegible]
Name: John Ciampoli
Title: County Attorney
Date: 2/24/10

By: E. P. Mangano
Name: Edward P. Mangano
Title: ~~Deputy County Executive~~ County Executive
Date: 8/10/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of December in the year 2010 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, 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

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01RI5067154
Qualified in Westchester County
Commission Expires: 10/27/03 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29 day of December in the year 2010 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 the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC

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 16 day of August in the year 2011 before me personally came Edward P Mangano 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. 01PE6170832
EXPIRES 7/23/2013

Certified copy received 09/28/2011

Contract ID#:CQAT10000033

Department: County Attorney

E-104-11

Contract Details

SERVICE: Special Counsel

NIFS ID #: CLAT11000008 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

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: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#:
Address: 666 Old Country Road Garden City, NY 11530	Contact Person: Robert A. Spolzino, Esq.
	Phone:

County Department	
Department Contact: DCA Susan Gordon	
Address: One West Street Mineola, NY 11501	
Phone: 516 571 0490	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) X NIFS Appvl (Dept. Head) X	16 May 2011	Lisa LoCurto	
	OMB	NIFS Approval ☐	5/16/11	[illegible]	Yes ☐ No X Not required if blanket resolution
5/16/11	County Attorney	CA RE&I Verification ☐	5/16/11	[illegible]	
	County Attorney	CA Approval as to form ☑	5/16/11	Lisa LoCurto	Yes ☐ No X
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	5/18/11	Gregory A. May	
	LEG: Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐		[illegible]	
	County Comptroller	NIFS Approval ☑	5/20/11	[illegible]	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/18/11	[illegible]	

PR5254 (8/04)

Contract ID#:CQAT10000033

Department: County Attorney

Contract Summary

Description:

Purpose: To amend an agreement to provide legal representation on a Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

Method of Procurement: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

Procurement History:

Description of General Provisions: As described above

Impact on Funding / Price Analysis: None

Change in Contract from Prior Procurement: None

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$
2		$
3	5/16/11	$
4		$
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	Name	Date 5/18/11
Date 7/21/11	Date 7/21/11	(For Office Use Only) E #:

PR5254 (8/04)

E-104-11

RULES RESOLUTION NO. 141 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/20/11
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

RULES RESOLUTION NO. - 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

Name	Office Address
Abatemarco,Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler,Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar,Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri,Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Araten,Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arledge,Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach,Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco,Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin,Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy,Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry,Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman,Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg,Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman,Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns,Robert A.	33 Washington Street Newark, NJ 07102-3017 US
Bernstock,Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron,Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II,Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek,Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock,Martin	677 Broadway Albany, NY 12207-2996 US
Bilger,L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek,Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair,Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert,William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski,Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule,Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa,Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan,Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett,Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin,Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown,Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown,James S	150 East 42nd Street New York, NY 10017-5639 US
Brown,Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown,Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn,Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci,Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd,James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke,James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner,Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III,John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazzo,Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron,Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria,Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Cata,Ricardo J.	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Cawley,Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles,Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng,Eric G.	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark,Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente,Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford,John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey,Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
Cohen,Laurie T	677 Broadway Albany, NY 12207-2996 US
Collins,J. Price	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Colombo,Sherril M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino,Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon,Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless,Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corleto,Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing,Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles,Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo,Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das,Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'Avanzo,Joseph A	3 Gannett Drive White Plains, NY 10604-3407 US
Deaver,James T.h.	150 East 42nd Street New York, NY 10017-5639 US

Del Gatto,Brian	1010 Washington Boulevard Stamford, CT 06901 US
Dell,Gregory J	150 East 42nd Street New York, NY 10017-5639 US
Demenberg,Deborah J	150 East 42nd Street New York, NY 10017-5639 US
Denston,Martin K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Dernco,Donald G	3 Gannett Drive White Plains, NY 10604-3407 US
Despotakis,Constantine A	3 Gannett Drive White Plains, NY 10604-3407 US
Dimarco,Erik C	150 East 42nd Street New York, NY 10017-5639 US
Donovan,James P	3 Gannett Drive White Plains, NY 10604-3407 US
Donovan,Kevin C	33 Washington Street Newark, NJ 07102-3017 US
Dopson,Genese K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Dougherty,Eugene P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Dryer,Jonathan	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Dudley,Susannah M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Edwards,Michael M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Eichhorn,Donald P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Eisen,David S	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Eisler,Mark D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Ellick,Ross J	3 Gannett Drive White Plains, NY 10604-3407 US
Endick,Marshal	150 East 42nd Street New York, NY 10017-5639 US
Enger,William K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Evans,Julie Robin	150 East 42nd Street New York, NY 10017-5639 US
Fedullo,Rochelle M	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Feinberg,Glen S	3 Gannett Drive White Plains, NY 10604-3407 US
Feuer,Charles M	3 Gannett Drive White Plains, NY 10604-3407 US
Fiedel,Alan	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Flanagan,Christopher P	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Flannery,John M	3 Gannett Drive White Plains, NY 10604-3407 US
Flores,Daniel F	33 Washington Street Newark, NJ 07102-3017 US
Francoeur,Joseph E	150 East 42nd Street New York, NY 10017-5639 US
Freeman,Nicholas D	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Friedberg,Alan	3 Gannett Drive White Plains, NY 10604-3407 US
Fuerth,Glenn J	150 East 42nd Street New York, NY 10017-5639 US
Gallagher,Lorraine E.j.	3 Gannett Drive White Plains, NY 10604-3407 US
Gallo,Joseph A	33 Washington Street Newark, NJ 07102-3017 US
Gambardella,Thomas	3 Gannett Drive White Plains, NY 10604-3407 US
Gambino,Mary E	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gandy,William G	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Gardner,Gary A	150 East 42nd Street New York, NY 10017-5639 US
Garson,Edward P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gaynor,Alan S	150 East 42nd Street New York, NY 10017-5639 US
Gebhardt,Robert C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gehlhar,Bernard	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Geraghty,Patrick D	3 Gannett Drive White Plains, NY 10604-3407 US
Geroulo,Mary Jean	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Giannetta,Cathleen A	3 Gannett Drive White Plains, NY 10604-3407 US
Gilmore,Ashley F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goldner,Anthony M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Golson,Patricia A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Goodson,Robert W	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Graffeo,Allison R	150 East 42nd Street New York, NY 10017-5639 US
Gunning,Robert T	33 Washington Street Newark, NJ 07102-3017 US
Hackett,Colin P	33 Washington Street Newark, NJ 07102-3017 US
Hagen,Gregory D	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Haimowitz,Aaron R	150 East 42nd Street New York, NY 10017-5639 US
Hanlon,Joseph T	33 Washington Street Newark, NJ 07102-3017 US
Hanrahan,Catherine A	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Harding,Jacqueline	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Harris,Theresa M	150 East 42nd Street New York, NY 10017-5639 US
Harrison,Robert W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Heitman,Jennifer S	3 Gannett Drive White Plains, NY 10604-3407 US
Heller,Bennett R.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Henderson,John R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Herlihy,Thomas M	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Heubel,Gerard J	3 Gannett Drive White Plains, NY 10604-3407 US
Higgins,Sean M	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Hirsch,Irving B	150 East 42nd Street New York, NY 10017-5639 US
Hoang,Arlene N	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US

Hoffman,Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes,David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson Kelly,Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr.,E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe,Sylvere M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn,Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jast,Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers,Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins,Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings,Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe,Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones,Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan,Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadoorian,James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn,David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn,Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow,Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich,Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz,Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman,Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh,Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly,Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly,Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent,Steven S	150 East 42nd Street New York, NY 10017-5639 US
King,Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis,Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani,Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein,Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf,Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba,Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause,Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss,Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss,William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski,Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar,Jason M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Laird,Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin,Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer,Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella,Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree,Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledwin,Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee,John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr,Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner,Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko,Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur,Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine,Tori S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy,Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin,Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum,Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney,Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa,Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi,Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas,Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino,Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello,Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola,Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough,Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann,John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern,Joseph A.h.	3 Gannett Drive White Plains, NY 10604-3407 US
McLean,Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon,Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels,Peter A	3 Gannett Drive White Plains, NY 10604-3407 US

Melo,George M	Gannett Drive White Plains, NY 10604-3407 US
Mermelstein, Richard	3 Gannett Drive White Plains, NY 10604-3407 US
Miller Stuart A	3 Gannett Drive White Plains, NY 10604-3407 US
Moorehead,Carey B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Morio,John D	3 Gannett Drive White Plains, NY 10604-3407 US
Moskowitz,Harold J	150 East 42nd Street New York, NY 10017-5639 US
Murray Jr,Thomas F	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Nally,Sean P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Naughton,Michael J	33 Washington Street Newark, NJ 07102-3017 US
NeJame,Samir	677 Broadway Albany, NY 12207-2996 US
Nelson,Stephen L	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Noah Jr.,R Douglas	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Novay,Christian T	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Novotny,F. Douglas	677 Broadway Albany, NY 12207-2996 US
Nugent,Lori S	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
O'Brien,H Michael	3 Gannett Drive White Plains, NY 10604-3407 US
O'Brien,James F	3 Gannett Drive White Plains, NY 10604-3407 US
O'Connor,Carolyn F	33 Washington Street Newark, NJ 07102-3017 US
Oelsner,Richard S	3 Gannett Drive White Plains, NY 10604-3407 US
O'Gorman,Edward J	3 Gannett Drive White Plains, NY 10604-3407 US
Ottombrino,Lois K	150 East 42nd Street New York, NY 10017-5639 US
Pak,Dennis J	150 East 42nd Street New York, NY 10017-5639 US
Parminter,Steven R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Perkins,Joseph T	677 Broadway Albany, NY 12207-2996 US
Pernicone,Carl J	150 East 42nd Street New York, NY 10017-5639 US
Pisano,George A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Piscitelli,Anthony P	677 Broadway Albany, NY 12207-2996 US
Pollard,Bryan D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Pomerantz,Frederick J	150 East 42nd Street New York, NY 10017-5639 US
Porter,Richard B	150 East 42nd Street New York, NY 10017-5639 US
Press,Michelle R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Publicover,Adrienne C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Quaranta,Philip	3 Gannett Drive White Plains, NY 10604-3407 US
Quinn,Thomas F	33 Washington Street Newark, NJ 07102-3017 US
Rabinowitz,Wayne I	3 Gannett Drive White Plains, NY 10604-3407 US
Ramirez,Jorge A	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Rehberger,James S	33 Washington Street Newark, NJ 07102-3017 US
Riina,William J	33 Washington Street Newark, NJ 07102-3017 US
Ritter,Jodi B	3 Gannett Drive White Plains, NY 10604-3407 US
Roarke,Robert F	3 Gannett Drive White Plains, NY 10604-3407 US
Robinson,Ralph	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Rockas,George C	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Roer,Ricki Ellen	150 East 42nd Street New York, NY 10017-5639 US
Rosen Semlies,Lori	3 Gannett Drive White Plains, NY 10604-3407 US
Rosen,Adam B	150 East 42nd Street New York, NY 10017-5639 US
Rosenberg,Philip	677 Broadway Albany, NY 12207-2996 US
Ross,David M	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Ross,Mathew P	3 Gannett Drive White Plains, NY 10604-3407 US
Rothmann,Rebecca M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Rowland,Stacey B	677 Broadway Albany, NY 12207-2996 US
Rubenstein,Richard H	150 East 42nd Street New York, NY 10017-5639 US
Russell,Angela Williams	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Russo,Theresa M	677 Broadway Albany, NY 12207-2996 US
Sandhaas,Jill T	677 Broadway Albany, NY 12207-2996 US
Sandza,Elizabeth B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Santoni,Cynthia L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Sauter,Eric J.	3 Gannett Drive White Plains, NY 10604-3407 US
Schaffer,Scott R	150 East 42nd Street New York, NY 10017-5639 US
Schexnayder,Martin S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Schlom,Curt J.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Schouest,John L	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Scott,Kenneth	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Shapiro,Kenneth L	677 Broadway Albany, NY 12207-2996 US
Sheehan,Timothy J	3 Gannett Drive White Plains, NY 10604-3407 US
Sheiffer,David S.	150 East 42nd Street New York, NY 10017-5639 US
Shenker,Cynthia D	677 Broadway Albany, NY 12207-2996 US
Shepperd,John R	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US

Skarman,Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith,Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitaletto,Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spolzino,Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley,Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski,James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato,Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel,Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens,Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart,Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel,Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik,Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius,Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan,John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs,Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa,Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas,Mark W	677 Broadway Albany, NY 12207-2996 US
Thorne,Sheri M	300 South 4th Street - 11th Floor Las.Vegas, NV 89101-6014 US
Thurston,James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem,David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin,Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins III,George N	150 East 42nd Street New York, NY 10017-5639 US
Tone,Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping,Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello,Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie,James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali,Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori,Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel,Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace,Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters,Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters,Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber,Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween,Martin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman,Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson,Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams,Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills,Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr,Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn,William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz,Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright,Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young,Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young,Steven L	3 Gannett Drive White Plains, NY 10604-3407 US

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: Wilson Elser Moskowitz Edelman & Dicker LLP (EPA) CLAT11000008

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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 October 8, 2010 and later amended. This is an amendment within the scope of the RFQ. A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

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.

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.

John Ciampoli by Lisa LoCurto

John Ciampoli, County Attorney

5/16/11

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 May___, 2011 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, 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 August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Hundred and Seventy-five Thousand Dollars ($275,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement and beginning on May 1, 2011, Counsel shall represent the County in all proceedings and matters related to a complaint known as Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

2. Term. The Original Term shall be extended for the period of time necessary to resolve the EPA matter, which period is anticipated to be two years.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPALZINO
Title: PARTNER
Date: 5/16/11

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: _____

By: _____
Name: Edward R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 7/25/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~) Westchester

On the 16th day of May in the year 2011 before me personally came Robert Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson, Elser, Moskowitz, Edelman, 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

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01RI5087154
Qualified in Westchester County
Commission Expires: 10/27/09 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of September in the year 2011 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 the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

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 25 day of July in the year 2011 before me personally came Richard 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

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

Certified contract received on 03/18/2013

Contract ID#:CQAT10000033

Department: County Attorney

E-31-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000004 NIFS Entry Date: 12/21/2012 Term: from August 1, 2010 - Completion

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: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.
	Phone:

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
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐		
	OMB	NIFS Approval ☐	1/2/13	
1/10/13	County Attorney	CA RE&I Verification ☑	1/10/13	
	County Attorney	CA Approval as to form ☐	01/10/2013	
	LEG Legislative Affairs	Fw'd Original K to CA ☐	1/12/2013	Gregory A. May
	LEG Rules ☐ / Leg. ☐	☐		
	County Attorney	NIFS Approval ☐	02/06/2013	
	County Comptroller	NIFS Approval ☑	2/22/13	CH 2/21/13
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/23/13	

PR5254 (8/04)

Contract ID#:CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment # 3

Purpose: Amendment to an existing contract to add money and services to an existing contract. The new services are to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to representing the County in the HAVA cases and with EPA matters.

Method of Procurement: For this amendment, the County issued an RFP to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. Four firms responded to the RFP. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected.

Procurement History: The original contract was procured through a review that was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. The amendment to add the HAVA cases was procured by interviewing Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $250,000.00

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	$250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$250,000.00
2		$
3		$
4	G Amato 1/10/13	$
5		$
6		$
	TOTAL	$250,000.00

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 1-23-13
Date 2/22/13	Date 2/22/13	(For Office Use Only)

E #:

PR5254 (8/04)

E-31-13

RULES RESOLUTION NO. 24 2013

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-4-13
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 Wilson Elser Moskowitz Edelman & Dicker LLP, 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 Wilson Elser Moskowitz Edelman & Dicker LLP.

was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

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.

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

1/2/2013

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

Partner Name	Office	Office Address	Phone Number
Betke II,Alexander L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Bienstock,Martin	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Clark,Douglas S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Cohen,Laurie T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Contino,Victoria M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Hoffman,Jerry S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jeffers,Darrell E	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jennings,Gerald J	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Lauricella,Peter A	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marangas,Theresa B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marrello,Lisa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Neidl,Benjamin F	Albany	677 Broadway, Albany, NY 12207	518-449-8893
NeJame,Samir	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Novotny,F. Douglas	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Perkins,Joseph T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Piscitelli,Anthony P	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rosenberg,Philip	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rowland,Stacey B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Russo,Theresa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Sandhaas,Jill T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shapiro,Kenneth L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shenker,Cynthia D	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Thomas,Mark W	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Witz,Thomas M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Russell,Angela Williams	Baltimore	500 East Pratt Street, Suite 600, Baltimore, MD 21202	410-539-1800
Smith,Brigitte J	Baltimore	500 East Pratt Street, Suite 600, Baltimore, MD 21202	410-539-1800
Bogaert,William T	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Flanagan,Christopher P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Leighton Jr,Joseph F	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
McGann,John P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Rockas,George C	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Sears,Michele C	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Blair,Kimberly E	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Brown,David T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Cohen,Loren S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Dandelles,Stefan R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Das,Anjali C	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Derrig,Craig M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Goldner,Anthony M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Heller,Bennett R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Holmes,David M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Jast,Raymond J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kantrow,Josh M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kersting,Edna S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kuzniar,Jason M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McKay,Timothy J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McMahon,Daniel J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murphy-Petros,Melissa A	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murray Jr,Thomas F	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Novay,Christian T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Nugent,Lori S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Rothmann,Rebecca M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Schlom,Curt J.	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Thurston,James K	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Tone,Michael P	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Vittori,Michael L	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Akins,William J	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Alcantar,Rebecca M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Cameron,Lee L	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Collins,J. Price	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Geroulo,Mary Jean	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Gilmore,Ashley F	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Henderson,John R	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Horres Jr.,E. Stratton	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Levine,Tori S	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Noah Jr.,R Douglas	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000

Partner Name	Office	Office Address	Phone Number
Pollard,Bryan D	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Spitaletto,Thomas M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Stimmel,Linda M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Bermudez,Joseph F	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Mellchar,Jason D	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Solano,Henry L	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Berns,Robert A.	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Billek,Maxwell L	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Brown,Kenneth M	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Donovan,Kevin C	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Flores,Daniel F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gallo,Joseph A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gottilla,Roger R	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gunning,Robert T	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Hanlon,Joseph T	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Hopkinson Kelly,Barbara A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Kahn,Gregg S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Karlovich,Susan	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Krauss,Kurt W	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Lesko,Robert P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Mahoney,Matthew S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
O'Connor,Carolyn F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Orr,James	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Piorek,Joanna P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Quinn,Thomas F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Rehberger,James S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Riina,William J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Sherman,Renee J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Turner,Michael P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Whiteman,Brian J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Zuber,Scott A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Beckelman,Michael S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Higgins,Sean M	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Schexnayder,Martin S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Shepperd,John R	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Staley,Lee H	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Wills,Linda P	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Arledge,Jennifer W	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Cushing,Kym S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Edwards,Michael M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Kahn,David S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Ramirez,Jorge A	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Smith,Kevin S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Thorne,Sheri M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Corless,Thomas C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
D'angelo,Vincent	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Deniston,Martin K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dougherty,Eugene P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dudley,Susannah M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Eisen,David S	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Enger,William K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Estrada,Diana M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Golson,Patricia A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Harding,Jacqueline	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Hoang,Arlene N	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Immordino,John J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Jenkins,Charles W	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Joffe,Steven J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kelly,Patrick M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kunowski,Herbert P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Le Montree,Darren B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Lee,John C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Moorehead,Carey B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Parminter,Steven R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Pisano,George A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Press,Michelle R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100

Partner Name	Office	Office Address	Phone Number
Stankowski,James A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Stewart,Ian A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Young,Robert	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Burd,James M	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Pearson,Marcia L	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Gandy,William G	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Jones,Mark M	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Lee,Matthew W	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Pak,Yoora	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Santoni,Cynthia L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Waters,Jason R	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Williams,Walter L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Baumgarten,Maurice J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Biard,Benjamin J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Brown,Christopher D	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Cata,Ricardo J.	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Colombo,Sherril M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Coxhead,Stephen F	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Fiedel,Alan	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Knoblock,Henry M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Latimer,Walter G	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Strasius,Anthony P	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Torricella,Roberto A	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Vogel,Harold S	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Abatemarco,Tracy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Araten,Jeffrey	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Baldwin,Shelly L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bialek,Adam R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bing,Jonathan L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bottari,Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Boule,Eugene T	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brennan,Lawrence B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brown,James S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Calazzo,Nicholas R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Charles,Rose M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Deaver,James T.h.	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dell,Gregory J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Denenberg,Deborah J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dimarco,Erik C	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Endick,Marshal	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Evans,Julie Robin	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Francoeur,Joseph L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Fuerth,Glenn J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gardner,Gary A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Graffeo,Allison R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gregory,Robin N	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Haimowitz,Aaron R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Harris,Theresa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hirsch,Irving B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hofsdal,Marie A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hyland,Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Karp,Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kauffman,Nicholas J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Keenan,Wendy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kent,Steven S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Klein,Richard S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Laird,Joseph	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lawless,Patrick J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Leghorn,Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lum,Larry	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Malfa,Frances	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Marasciullo,Janene M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mayo,Celena R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mazzola,Jean-Claude	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Morales,Vanessa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Murphy,Margaret M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000

Partner Name	Office	Office Address	Phone Number
Reiter,Richard	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ritter,Jodi B	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Roarke,Robert F	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Rosen Semlies,Lori	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ross,Mathew P	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sauter,Eric J.	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sheehan,Timothy J	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Spolzino,Robert A	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tillem,David L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tobin,Thomas W	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Topping,Joanna M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tumbarello,Phillip	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Vignali,Rosario M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Weber,Robert	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Wingertzahn,William M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Young,Steven L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000

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 Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, and as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases and with EPA matters, 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, 2010 until completion of the EPA matter (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 Seventy-five Thousand Dollars ($275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, amend rates, and amend the Services.

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 until such time as to complete each of the respective matters, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon completion of each of the matters stated in the Amended Agreement.

2. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also represent the County in connection with litigation related to asbestos claims from working in the Nassau County Coliseum (collectively the "Amended Services") (services added by this Amendment only, the "Amendment Services"). The Amendment Services shall include but not be limited to appearances in court, out of court at depositions, conferences with departments, and any facet of litigation that may arise from such claims.

3. Payment. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars ($250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Amended Maximum Amount"). The per hour rates for the Amendment Services only (services related to asbestos claims from working in the Nassau County Coliseum) shall be as follows:

(i)	Partner and Of Counsel:	$250.00
(ii)	Senior Associate:	$225.00
(iii)	Junior Associate:	$200.00
(iv)	Paralegal:	$110.00

Per hour rates for Services (services provided under the Original Agreement) shall remain the same, as provided for under the Original Agreement.

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.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPOLZINO
Title: PARTNER
Date: DECEMBER 10, 2012

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 1/2/2013

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
Deputy County Executive
Date: 3/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Westchester)

On the 10th day of December in the year 2012 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, the ~~corporation~~ Partnership 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~~ Partnership.

NOTARY PUBLIC

NANCY NAUMAN
Notary Public, State of New York
No. 4930293
Qualified in Westchester County
Commission Expires May 9, 2014

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of January in the year 2013 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.

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 1 day of March in the year 2013 before me personally came Richard 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

Contract ID#: CQAT10000033

Department: County Attorney

received on 12/10/2014 LN

E-209-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000020 NIFS Entry Date: 07/09/2014 Term: August 1, 2010 - Completion

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 Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone (914) 872-7497

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* ☐	7/24/14		Yes☐ No☐ Not required if blanket resolution
7/29/14	County Attorney	*CA RE&I Verification* ☑	7/29/14		
	County Attorney	*CA Approval as to form* ☒	7/29/14		Yes☒ No☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	8/21/14	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	8/26/14		
	County Comptroller	*NIFS Approval* ☐	9/4/14		10/2/14
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/26/14		

PR5254 (8/04)

Contract ID#: CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment # 4 to outside counsel contract

Purpose: Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment increases the maximum amount of the original contract.

Method of Procurement: Contract amendment. See below for procurement history.

Procurement History: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $225,000.00

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	$225,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$225,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$225,000.00
2		$
3		$
4	7/29/14	$
5		$
6		$
	TOTAL	$225,000.00

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 8/26/14
Date 10/6/14	Date 10/6/14	(For Office Use Only) E #:

PR5254 (8/04)

E-209-14

RULES RESOLUTION NO. 212 – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-8-14
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 Wilson Elser Moskowitz Edelman & Dicker LLP, 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 Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, 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 Wilson Elser Moskowitz Edelman & Dicker LLP.

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT14000020)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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 December 14, 2010, and amended thereafter on August 10, 2011, July 25, 2011 and March 1, 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 as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

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

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Contino,Victoria M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Jeffers,Darrell E	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marangas,Theresa B	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	NeJame,Samir	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russo,Theresa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shenker,Cynthia D	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Dandelles,Stefan R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner - Exec Comm	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner - Chairman	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Levine,Tori S	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Sümmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1512 Larimer Street - Suite 550; Denver, CO 80202
	Frost,Sharla J	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Edwards,Michael M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thorne,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Coriess,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner - Exec Comm	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner - Managing Ptnr	Michigan	313-327-3100	39555 Orchard Hill Place - Suite 600; Novi, MI 48375
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Quinn,Thomas F	A	Equity Partner - Exec Comm	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Catazzo,Nicholas R	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Endick,Marshal	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Evans,Julie Robin	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gardner,Gary A	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Klein,Richard S	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Leghorn,Thomas	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Lum,Larry H	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottombrino,Lois K	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Parnicone,Carl J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pomerantz,Frederick J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Roer,Ricki Ellen	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Weber,Robert M	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ween,Martin M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Wilson Jr,Thomas W	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Isaacsohn,Louis J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Castoria,Louis H	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Publicover,Adrienne C	A	Equity Partner - Exec Comm	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Robinson,Ralph	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Del Gatto,Brian T	A	Equity Partner - Exec Comm	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Goodson,Robert W	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Krause,Paul D	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 334401

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Baiocco,Joseph C	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Boulhosa,Michael L	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Bucci,Gregg	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Flannery,John M	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Gambardella,Thomas	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Knopf,Fred N	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manisero,Thomas R	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Marcellino,Stephen	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,H Michael	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Quaranta,Phillip	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Roarke,Robert F	A	Equity Partner - Managing Ptnr	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tobin,Thomas W	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

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) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, and as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, 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, 2010 until completion (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 increase the Maximum Amount.

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 Two Hundred Twenty-five Thousand Dollars ($225,000.00), 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 Seven Hundred Fifty Thousand Dollars ($750,000.00) (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.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: Robert A. Spolzino
Title: Partner
Date: 6/30/14

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 7/15/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
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 3RD day of JULY in the year 2014 before me personally came ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP the ~~corporation~~ PARTNERSHIP 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~~ PARTNERSHIP.

July 3, 2014

NOTARY PUBLIC

JACQUELINE TAVAREZ
NOTARY PUBLIC, State of New York
No. 01TA6210529
Qualified in Putnam County
Commission Expires August 24, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of July 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. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 15

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. 01PE6259025
Qualified in Nassau County
Commission Expires April 02, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

   Address: 666 OLD COUNTRY ROAD, SUITE 510

   City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____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.

SEE ATTACHED

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. 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: DECEMBER 10 2015

Signed:

Print Name: ROBERT A. SPOLZINO

Title: PARTNER

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.

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
[redacted]	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
[redacted]	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
[redacted]	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

2. Dollar amount requiring NIFA approval: $ 0.01

Amount to be encumbered: $ 0.01

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: 08/01/2010 - completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel continuing services as amendment is sent through 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:

Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is for a second opinion on litigation related to the County Guaranty cases.

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:

-CQAT14000023, $50,000.00 encumbered on 12/03/2014
-CQAT14000024, $50,000.00 encumbered on 12/03/2014
-CQAT15000004, $100,000.00 encumbered on 04/30/2015

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 1/27/16

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.

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#: CAPK15000038-02

Department: Parks, Rec & Museums

E-57-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **PROFESSIONAL SERVICES**

NIFS ID #: CAPK16000001 NIFS Entry Date: 2/1/16 Term: April 1, 2015- March 31, 2016

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

Agency Information

Vendor		County Department
Name: Ed Moore Advertising Agency, Inc	Vendor ID# **11-2396029**	Department Contact Eileen Krieb
Address [redacted] REG: Ed Moore Advertising Agency	Contact Person: Joseph Kenny	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
EMAIL: Edmooreadv1@aol.com	Phone [redacted] Fax [redacted]	Phone (516) 572-0378 Fax: 516-572-027

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 2/1/16

Frank Camerlengo, Dep. Commissioner _____ **Date** 2/1/16

Eileen Krieb, CSR _____ **Date** 2/1/16

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
2/1/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	2/1/16	Linda Bo	
	OMB	*NIFS Approval (Contractor Registered)* ☐	2/1/16		Yes ☐ No ☐ Not required if blanket resolution
2/2/16	County Attorney	*CA RE & Insurance Verification* ☑	2/2/16		
2/2/16	County Attorney	*CA Approval as to form* ☑	2/2/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	2/10/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
2/11/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/11/16		

RECEIVED COUNTY CLERK'S OFFICE 2016 FEB 18 P 3:17

PR5254 (1/06)

Contract ID#: CQPK15000038-02

Department: Parks, Rec & Museums

Contract Summary

Description: Media and Marketing for Nassau County Events

Purpose: To provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.

Method of Procurement: RFP #PK0324-1409 issued March 27, 2014.

Description of General Provisions: Pursuant to County contract CQPK14000057, the county employed contractor for more events than the County anticipated in the Original Agreement and there County and contractor desire to increase the amount of consideration in the amount of Twenty five Thousand Dollars ($25,000.00) to reflect the additional services performed by the contractor as per noted below:

- Ed Moore Agency will provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.
- On a per event basis, the Department shall work with the contractor in procuring such promotional advertising as the Department shall deem most effective and cost efficient.

Term: This agreement shall commence on April 1, 2015 and shall terminate on March 31. 2016, unless sooner terminated as provided herein. This agreement may be extended for a one (1) year period upon the mutual consent of the parties.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 25,000.00

Professional Media Broker Services

Change in Contract from Prior Procurement: Amending contract to increase payments from $100,000.00 to $125,000.00

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	gen 1800
Object:	de 500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$25,000.00
TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen 1800 de 500	$ 25,000.00
2		$
3		$
4		$
5	2/2/16	$
6		$
	TOTAL	$25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal

Date: 11/17/15

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 2/11/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND ED MOORE ADVERTISING, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ed Moore Advertising, Inc. to provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, 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 amended agreement with Ed Moore Advertising, 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: Ed Moore Advertising Agency, Inc.
CONTRACTOR ADDRESS: [redacted]
FEDERAL TAX ID #: 11-2396029

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_____ [advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, 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 January 6, 2016. . 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 RFP #PK0324-1409 issued on March 27, 2014. Potential proposers were made aware of the availability of the RFP by posting on the Nassau County website and through the Legal Notices in Newsday on March 27, 2014. One hundred seventy-two (172) of potential proposers requested copies of the RFP. Fourteen (14) of potential proposers opened the documents and three (3) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 8, 2014. One (1) proposal was received and evaluated. The evaluation committee consisted of: Deputy Commissioner Frank Camerlengo, Eileen Krieb – Community Service Rep. and Karen Beckhard Ravener – Recreation Specialist. The proposals were scored. Ed Moore Advertising, Inc. was the sole proposer.

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: X 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.

AMENDMENT

THIS AMENDMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between **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 Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Ed Moore Advertising Agency ,Inc., a New York company having its principal address at [redacted] (the Contractor").

J.K. 2/9/16

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPK15000038** between the County and the Contractor, was executed on behalf of the County on **July 31, 2015** (the "Original Agreement"), the Contractor performed services for the County in connection with the services are more fully described in the Original Agreement (the "Original Agreement"); and

WHEREAS, the County employed Contractor for more events than County anticipated in the Original Agreement; and

WHEREAS, the County and the Contractor desire to increase the amount of consideration in the amount of Twenty five Thousand Dollars ($25,000) to reflect the additional services performed by Contractor; and

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

Term: The term of the agreement shall run from April 1, 2015 through March 31, 2016.

Payment:

a) **Amount of Consideration: Original contract amount is hereby increased from One Hundred Thousand Dollars ($100,000.00) to One Hundred Twenty five Thousand Dollars ($125,000.00).**

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 Original Agreement and this Amendment.

EXECUTE IN BLUE INK

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

ED MOORE ADVERTISING

By: _____
Name: Joseph Kenny
Title: V.P.
Date: 11/12/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 12th day of November in the year 2015 before me personally came Joseph Kenny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Vice President of Ed Moore Advertising, 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

MICHAEL EVAN RAGUETTE
Notary Public - State of New York
NO. 01RA6308577
Qualified in Suffolk County
My Commission Expires Jul 28, 2018

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 duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

CGPK15000038-02
CAPK16000001

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 11-2396029

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X 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):

Joseph Kenny V.P. [redacted]

Christine Kenny V.P. [redacted]

Edward Moore President [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 shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Edward Moore 50%

Christine Kenny 25%

Joseph Kenny 25%

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: 11/17/15

Signed:

Print Name: Joseph Kenny

Title: V.P.

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.

AK

11/17/15

CQPK15000038-02
CAPK16000001

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 11-2396029

3. Type of Business: ___ Public Corp ___ Partnership ___ Joint Venture

X 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):

Joseph Kenny V.P. [redacted]
Christine Kenny V.P. [redacted]
Edward Moore President [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 shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Edward Moore 50%
Christine Kenny 25%
Joseph Kenny 25%

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: 11/17/15

Signed:

Print Name: Joseph Kenny

Title: V.P.

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.

AK

11/17/15

AMENDMENT

THIS AMENDMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between **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 Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Ed Moore Advertising Agency ,Inc., a New York company having its principal address at [redacted] (the Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPK15000038** between the County and the Contractor, was executed on behalf of the County on **January 6, 2016** (the "Original Agreement"), the Contractor performed services for the County in connection with the services are more fully described in the Original Agreement (the "Original Agreement"); and

WHEREAS, the County employed Contractor for more events than County anticipated in the Original Agreement; and

WHEREAS, the County and the Contractor desire to increase the amount of consideration in the amount of Twenty five Thousand Dollars ($25,000) to reflect the additional services performed by Contractor; and

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

Term: The term of the agreement shall run from April 1, 2015 through March 31, 2016.

Payment:

a) **Amount of Consideration: Original contract amount is hereby increased from One Hundred Thousand Dollars ($100,000.00) to One Hundred Twenty five Thousand Dollars ($125,000.00).**

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 Original Agreement and this Amendment.

EXECUTE IN BLUE INK

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

ED MOORE ADVERTISING

By: _____
Name: Joseph Kenny
Title: V.P
Date: 11/12/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 12th day of November in the year 2015 before me personally came Joseph Kenny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Vice President of Ed Moore Advertising, 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

MICHAEL EVAN RAGUETTE
Notary Public - State of New York
NO. 01RA6308577
Qualified in Suffolk County
My Commission Expires Jul 28, 2018

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 duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

CQPK15-38-02

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Ed Moore Advertising Agency

2. Dollar amount requiring NIFA approval: $ $25,000.00

Amount to be encumbered: $ $25,000.00

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: 4/1/15-3/31/16

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:

Increase in the amount of funding to reflect the additional services performed by the Contractor.

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:

CQPK15000038-$100,000.00

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.

Signature Title Date 2/1/16

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.

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#: CWPK15000038

Department: Parks, Rec & Museums

E-13115

HOTEL TAX GRANT FUND

SERVICE: **PROFESSIONAL SERVICES**

Contract Details

NIFS ID #: CWPK15000038 NIFS Entry Date: 5/12/15 Term: April 1, 2015- March 31, 2016

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: Ed Moore Advertising Agency, Inc	Vendor ID# 11-2396029
Address [redacted]	Contact Person: Joseph Kenny
REG: Ed Moore Advertising Agency	
EMAIL: Edmooreadv1@aol.com	Phone [redacted]
	Fax [redacted]

County Department
Department Contact Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ Date 5/12/15

Frank Camerlengo, Dep. Commissioner _____ Date 5/12/15

Eileen Krieb, CSR _____ Date 5/12/15

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Approved Fw'd	SIGNATURE	Leg. Approval Required
5/13/15	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☐ ☐	5/13/15		
5/15/15	OMB	NIFS Approval (Contractor Registered)	☐	5/15/15		Yes ☐ No ☐ Not required if blanket resolution
6/25/15	County Attorney	CA RE & Insurance Verification	☑	6/25/15		
6/25/15	County Attorney	CA Approval as to form	☑	6/26/15		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐	7/6/15		
	County Attorney	NIFS Approval	☐			
	Comptroller	NIFS Approval	☐			
7/6/15	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	7/6/15		

PR5254 (1/06)

Contract ID# CQPK150000038

Department: Parks, Rec & Museums

Contract Summary

Description: Media and Marketing for Nassau County Events

Purpose: To provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.

Method of Procurement: RFP #PK0324-1409 issued March 27, 2014.

Description of General Provisions:

- Ed Moore Agency will provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to, websites, print, radio, television and internet advertising for those events requiring such promotional activities and strategies.
- On a per event basis, the Department shall work with the contractor in procuring such promotional advertising as the Department shall deem most effective and cost efficient.

Term: This agreement shall commence on April 1, 2015 and shall terminate on March 31, 2016, unless sooner terminated as provided herein. This agreement may be extended for a one (1) year period upon the mutual consent of the parties.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 100,000.00

Professional Media Broker Services CONTRACT PROCESSING FEE 266 - copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	gen 1800
Object:	de 500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$100,000.00
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 100,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000.00

APPROVED
INSURANCE SECTION
(DATE)

Document Prepared By: L. Rosenthal

Date: 5/07/15

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 7/6/15
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2015

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 PARKS, RECREATION AND MUSEUMS AND ED MOORE ADVERTISING, INC.

WHEREAS, the County has negotiated a personal services agreement with Ed Moore Advertising, Inc. to provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, 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 Ed Moore Advertising, Inc.

[redacted]

ED MOORE ADVERTISING
AGENCY, INC.

[redacted]

1-2
210 3995

date 5/4/15

Pay to the order of Treasurer of Nassau County $ 266.00/xx

Two hundred & sixty six dollars xx/100 dollars

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

for Christine Kenny MP

[redacted]

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: Ed Moore Advertising Agency, Inc.
CONTRACTOR ADDRESS: [redacted]
FEDERAL TAX ID 11-2396029

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. X ☐ 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 27, 2014. Potential proposers were made aware of the availability of the RFP by posting on the Nassau County website and through the Legal Notices in Newsday on March 27, 2014. One hundred seventy-two (172) of potential proposers requested copies of the RFP. Fourteen (14) of potential proposers opened the documents and three (3) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 8, 2014. One (1) proposal was received and evaluated. The evaluation committee consisted of: Deputy Commissioner Frank Camerlengo, Eileen Krieb – Community Service Rep. and Karen Beckhard Ravener – Recreation Specialist. The proposals were scored. Ed Moore Advertising, Inc. was the sole proposer.

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_____

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.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

[X] 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
Brian Nugent, Chief Dep. Commissioner

5/12/15
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

Ed Moore Advertising

[redacted]

Date: 4/21/2015

Re: Disclosure Statement

Corporate Officers Below:

Edward V Moore
President
DOB: [redacted]
SS#: [redacted]

Joseph R Kenny
Vice President
DOB: [redacted]
SS# [redacted]

Christine A. Kenny
Vice President
DOB: [redacted]
SS# [redacted]

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (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 on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Ed Moore Advertising Agency, Inc., having its principal address at [redacted] (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

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

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

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 Agreement shall commence on April 1, 2015 and shall terminate on March 31, 2016, unless sooner terminated as provided for herein.

2. Program. The services to be provided by the Contractor under this Agreement shall consist of providing advertising, including, but not limited to print, radio and internet advertising for the Nassau County Events.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall be One Hundred thousand dollars ($100,000.00). This amount is inclusive of any and all expenses, including, travel.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be 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) 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 parties and any funding source including the County.

(d) 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 Contractors received notice that the County did not desire to receive such services.

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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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 parties acknowledge that 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 parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall 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.

8. Indemnification; Defense; Cooperation. (a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the gerality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) 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 two 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. A waiver of subrogation is granted in favor of the County of Nassau.

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.

12. 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.

13. 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.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty Six Dollars ($266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. 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.

20. 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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

ED MOORE ADVERTISING AGENCY, INC.

By: _____
Name: Joseph Ronay
Title: V.P.
Date: 3-31-15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) _____ Chief Deputy County Executive
(or) _____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 31 day of March in the year 2015 before me personally came Joseph Keany to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the V.P. of Ed Moore Advertising, 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
Barbara M Napoli

BARBARA M NAPOLI
Notary Public - State of New York
NO: 01NA6303971
Qualified in Suffolk County
My Commission Expires May 19, 2018

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 duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   Edward V Moore (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Permittee 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, Permittee _____ 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 Permittee, 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 Permittee 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:

   _____

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. Permittee 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.

9/2/15
Dated

Edward V Moore
Signature of Chief Executive Officer

Edward V Moore
Name of Chief Executive Officer

Sworn to before me this
2 day of April, 2015.

Barbara M Napoli
Notary Public

BARBARA M NAPOLI
Notary Public - State of New York
NO: 01NA6303971
Qualified in Suffolk County
My Commission Expires May 19, 2018

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.

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

MEDIA BROKER FOR NASSAU COUNTY EVENTS RFP#PK0324 -1409

Evaluation Score Sheet – Ed Moore Advertising Agency, Inc.

Evaluation Criteria	Maximum Points
1. Contract Requirements and Proposed Solution - 25% Overall responsiveness of the proposal: Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches	25% SCORE: 25
2. Vendor Profile: Organization, Capacity, Staffing, Resumes - 15% Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	15 % SCORE: 11
3. Related Experience – 25 % Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.	25 % SCORE: 25
4. Cost of Overall Project – 35% Total cost to the County	35% SCORE: 35
TOTAL SCORE:	SCORE: 96

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
EXCELLENT PRESENTATION
GREAT CLIENT LIST / SATISFACTION
ESTABLISH FIRM

Recommendation: ED MOORE AGENCY
Date: 4/18/14
Name: FRANK CARMICHAEL CO
Title: DEPUTY COMMISSIONER PARKS RECREATION & MUSEUMS

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
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2. Vendor Profile: Organization, Capacity, Staffing, Resumes - 15% Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel): clear description of potential resource utilization methods and approach.	15 % SCORE: 12
3. Related Experience – 25 % Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.	25 % SCORE: 25
4. Cost of Overall Project – 35% Total cost to the County / Savings to County	35% SCORE:
TOTAL SCORE:	SCORE: ~~38~~ 37

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

97

- Complete response to all required data per the RFP. Thoroughness impressive & illustrated history

Recommendation: Ed Moore Agency
Date: 4/8/14
Name: [illegible]
Title: Community Service Aide

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
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MEDIA BROKER FOR NASSAU COUNTY EVENTS RFP#PK0324 -1409

Evaluation Score Sheet – Ed Moore Advertising Agency, Inc.

Evaluation Criteria	Maximum Points
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2. Vendor Profile: Organization, Capacity, Staffing, Resumes - 15% Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	15 % **SCORE:** 11 %
3. Related Experience – 25 % Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.	25 % **SCORE:** 23%
4. Cost of Overall Project – 35% Total cost to the County / Savings to County	35% **SCORE:** 35%
TOTAL SCORE:	**SCORE:** 94%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
Sole proposal - Excellent resp. ose to the requirements of the RFP - Background experience & savings for the County is beneficial.

Recommendation: Ed Moore Advertising Agency, Inc
Date: 04/18/14
Name: Karen Beckford Ravenna
Title: Rec Specialist

Ed Moore Advertising

[redacted]

ATT:	Lynn Rosenthal	fax 516-572-0227
FR :	Joe Kenny	
RE :	Disclosure Form	

Included is disclosure form along with addresses of principals of company... Thanks

Joe

E 131-15

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 11-2346029

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

X Ltd. Liability Co ___Closely Held Corp ___Other (specify) S Corp

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):

President Edward V Moore, [redacted]

V.P. Joseph Kenny, [redacted]

V.P. Christine Kenny, [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.

Edward V Moore 50%

Joseph Kenny 25%

Christine Kenny 25%

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2015 JUL -8 P 3:59

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: 6/23/15

Signed:

Print Name: Joseph Kenny

Title: V.P.

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.

J.K.

E-57-16

EK hand delivered to Dennis M. 3-9-16

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each 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 Proposal.

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: ___3/7/2016_____

1) Proposer's Legal Name: ___Ed Moore Advertising Agency Inc_____

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
_____None_____

3) Mailing Address (if different):____(same as above)_____

Phone: [redacted]

Does the business own or rent its facilities?____own_____

4) Dun and Bradstreet number:___06-473-9030_____

5) Federal I.D. Number: ____11-2396029_____

6) The 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: _____

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CLERK OF THE LEGISLATURE

Business History Form

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6) The 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 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 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 any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____No Conflict Exist_____

_____

_____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____No Conflict Exist_____

_____

_____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

____ No Conflict Exist _____

_____

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. _____

We do not currently have any family or friends currently employed with the Nassau County or _ Parks Dept or administration and if someone does obtain employement we will notify the Commissioner of Parks. __

A. Include a resume or detailed description of the 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 proposer be other than an individual, the Proposal **MUST** 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 Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____Adventureland_____

Contact Person_____Steve Gentile_____

Address _____2245 Broadhollow Road_____

City/State _____East Famingdale, NY 11735_____

Telephone _____631-694-6868_____

Fax # _____631-694-6816_____

E-Mail Address steven.gentile@adventureland.us

Company Bohlsen Restarant Group

Contact Person Amanda Hoffman

Address 577 Main STreet

City/State Islip, NY 11751

Telephone 631-277-4831

Fax # 631-277-5752

E-Mail Address amanda.hoffman@brgroup.biz

Company Dublin Deck

Contact Person Mark Miller

Address 327 River Avenue

City/State Patchogue, NY 11772

Telephone 631-721-3041

Fax # 631-472-8983

E-Mail Address mem403@aol.com

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ___Joseph Kenny_____, 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 9TH day of March 2016

_____
Notary Public

MICHAEL EVAN RAGUETTE
Notary Public - State of New York
NO. 01RA6308577
Qualified in Suffolk County
My Commission Expires Jul 28, 2018

Name of submitting business: _____Ed Moore Advertising Agency Inc_____

By: _____Joseph Kenny_____
Print name

_____
Signature

_____V.P. _____
Title

_____3/9/16_____
Date

Person Submitting the Proposal:
Joseph Kenny
[redacted]
DOB: [redacted]
Vice President of Ed Moore Advertising 1996 to Present (Media Buyer)
Previously in Sales with AT&T 1989 - 1996

Description of Services:
Will meet with the Parks Dept to discuss the best way to promote different events at multiple Nassau County Parks. We provide suggested Media options along with prices, sizes, and dates based on the event and budget. We provide the lowest price available for that particular media publication. We then handle the creative and coordinate ordering, delivery of creative, follow through until completion of the planned schedule, and all payments.

Experience:
Joe Kenny has 20 Years of buying Media on Long Island including all NYC & LI Radio Stations, Cable & Network TV, Local & National News Papers, Outdoor billboards including Buses & LIRR signage, as well as Digital Online advertising… Has built strong relationships with LI Media to insure the best rates and services for his clients

Specialty:
The Agency has many similar types of clients that do specific events and concerts similar to Nassau Parks.. We work with concert venues like NYCB Westbury, Brookhaven Amphitheater, & the Paramount that we custom tailor the advertising based on the specific show. We also promote events like St Patrick's Day Party, Car Shows, Boat Shows, Travel Expos, Women Expos, Craft Shows, and Bridal Expos. We coordinate on premise promotions and all advertising and promotional mentions for events.

Creative
We work with the client to create Radio, TV, and Print ads to be used for media buys. We write scripts and do print layouts as needed..

Background of Ed Moore Advertising

1. Local Advertising Agency established in 1974
2. 3 Full Time Employees
3. Have Graphic Artist, Radio Production People, & TV Production
4. Specialize in Entertainment Industry
5. Restaurants (Prime, Tellers, Harbor Crab, H20, K Pacho, Refuge, J&R Steak House, Monsoon, Danfords, Black Forest, Hudsons on Mile)
6. Bars/Clubs (Dublin Deck, Lily Flanagans, Nutty Irishman, Nappertandys, Bellport CC, Chateau Le Mar, Emporium, Schafers)
7. Retail (Miller Beer, San Giuseppe Wines, Suburban Exterminators, Cactus Salons, Sam Ash, Adventureland, NYCB Theater)
8. Events (NYCB Westbury Concerts, Montauk Art Show, Concerts, Nassau County Craft Shows, Port Jefferson Bid, Brookhaven Amphitheater, Paramount Concerts)
9. Buying Service: Purchase media at lowest prices & charge no fees
10. Place Radio, TV, Print, & Online Advertising
11. Coordinate all Scripts, Artwork, Schedules, & Billing
12. Coordinate appearances & Promotions
13. We know what works best

CLIENT LIST

BARS/CLUBS/CATERING
Winners Circle
Bridgeview Yacht Club
Kaseys
Karma
Paramount
McFaddens
Revolution
Bar Social
Suffolk Theatre
Schafers
Dream
Love Nightclub
Cafe Royale
Refuge
Lilly Flanagans
Dublin Deck
Emporium
Napper Tandys
Milleridge Inn
Chelsea Mansion
Nutty Irishman
Peter Clam Bar
Parlay Gastro
Chateua Le Mar
Harbor Club
Canz
Flanagans
Patchogue Theatre
Zachary's
Beach Bar
Dover Caterers
Schafers
Sands of Lido
Danfords / Wave
NY Burger
Coral House
Pacha NYC
Hudson & McCoy
Tommys Place
Mixx
Brookhaven Amphitheatre
Flynns
NYCB Westbury Theater

RESTAURANTS
Claudios
Mio Posto
Aje 53
Mesita
Tellers Chop House
Irish Coffee Pub
Harbor Crab
J&R Steakhouses
Verace
K Pacho
Beach Tree Cafe
Monsoon
Calyspo at Jones Beach
Black Forest Brew Haus
Palmers
Prime Steak House
Harbor Club
H-2-O

BUSINESSES
Cactus Salons
Nassau County Parks
Clare Rose Beer Distributor
Tax Time Resolutions
Jones Beach State Park
Suburban Exterminators
Adventureland
Country Farms / Polo in Park
San Giuseppe Wines
Boening Bros Beer Distributor
Samson Technologies
Patchogue C of C
Gamma O
Allstar Bartending
Universal Recycling
Port Jefferson B.I.D.
Fine Lawyers
Sam Ash Music Stores
Nassau County Craft Shows
C&B Archery
Wildstein Personal Injury
LI Plastic Surgical Group
Ski Plattekill

Why use Ed Moore Advertising?

1. One point of Contact.... I give an un-biased recommendation on which media depending on the event, location, and budget... (IE. if dealing with a radio station directly they are going to steer you in that direction no matter what... I suggest what works based on previous experiences. I make same $ no matter which media you use)

2. I have lowest rates and do not charge any fees.... I have 100s of clients in the LI area that promote events similar to yours and I know what the lowest cost are. The stations pay me 15% for doing the work of placement, writing the spots and payments (I am attaching client list)

3. I am obviously flexible with billing and conform to what you need, rather than having to fill out credit apps and letters of guarentee... I do that... when something runs incorrectly, I credit you and get make goods. I do all the work behind the scenes..

4. I coordiante art delivery, writing of ads, tv production, and ad placement for no fee... part of what we do....

5. I am always available, nights, weekend, etc....I take the drama out of ordering and don't push you to do un-necessary things.. No B.S.

6. I deal with all the different sales people calling to try and sell you on things that you probably don't need.

7. Located on LI and available to meet in person whenever needed

8. We have been in business on LI since 1974 and have solid relationships with Radio, TV, and Print publication.

BOTTOM LINE: Cost Less, One Person, No Hassle, Always Available, and what we do works, ask anyone of my clients or even the indivuals that I worked with at Nassau County already

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ____Joseph Kenny_____
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____NA_____
   City/state/zip _____NA_____
   Telephone [redacted]
   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 _XX___ August 1996____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES _X_ If Yes, provide details. 25%

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

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I, ___Joseph Kenny_____, 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 9TH day of March 2016

MICHAEL EVAN RAGUETTE
Notary Public - State of New York
NO. 01RA6308577
Qualified in Suffolk County
My Commission Expires Jul 28, 2018

_____
Notary Public

___Ed Moore Advertising Agency, Inc_____
Name of submitting business

___Joseph Kenny_____
Print name

_____
Signature

_____V.P._____
Title

3 / 9 / 16
Date

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6. Principal Name ____Christine Kenny_____

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) _____NA_____

   City/state/zip _____NA_____

   Telephone [redacted]

   List of other addresses and telephone numbers attached

7. 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 _XX___ September 1986____

   (Other)

8. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES _X_ If Yes, provide details. 25%

9. 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.

10. 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.

8. 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.

9. 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.

   e. 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.

   f. 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.)

   g) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   h) Is there any misdemeanor charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

   i) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   j) 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.

   k) 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.

l) 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ___Christine Kenny_____, 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 8th day of March 2016

DARRYL L. JONES
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01JO6130226
My Commission Expires July 11, 2017

Notary Public

___Ed Moore Advertising Agency, Inc_____
Name of submitting business

___Christine Kenny_____
Print name

DARRYL L. JONES
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01JO6130226
My Commission Expires July 11, 2017

Christine Kenney
Signature

_____V.P._____
Title

3 / 8 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

11. Principal Name ____Edward Moore_____
    Date of birth [redacted]
    Home address [redacted]
    City/state/zip [redacted]
    Business address [redacted]
    City/state/zip [redacted]
    Telephone [redacted]
    Other present address(es) [redacted]
    City/state/zip [redacted]
    Telephone [redacted]
    List of other addresses and telephone numbers attached

12. Positions held in submitting business and starting date of each (check all applicable)
    President ___July 1974____ Treasurer ____/____/____
    Chairman of Board ____/____/____ Shareholder ____/____/____
    Chief Exec. Officer ____/____/____ Secretary ____/____/____
    Chief Financial Officer ____/____/____ Partner ____/____/____
    Vice President _____
    (Other)

13. Do you have an equity interest in the business submitting the questionnaire?
    NO ___ YES _X_ If Yes, provide details. 50%

14. 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.

15. 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.

10. 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.

11. 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.

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    g. 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.

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    m) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

    n) Is there any misdemeanor charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

    o) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

    p) 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.

    q) 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.

r) 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.

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I, ___Edward Moore_____, 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 8th day of March 2016

_____
Notary Public

DARRYL L. JONES
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01JO6130226
My Commission Expires July 11, 2017

___Ed Moore Advertising Agency, Inc_____
Name of submitting business

___Edward Moore_____
Print name

_____
Signature

DARRYL L. JONES
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01JO6130226
My Commission Expires July 11, 2017

_____President_____
Title

3 / 8 / 2016
Date

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

FINANCE COMMITTEE

RICHARD NICOLELLO,
CHAIRMAN

1550 Franklin Avenue
Mineola, New York

April 11, 2016
4:01 p.m.

REGAL REPORTING SERVICES
516-747-7353

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

RICHARD NICOLELLO
Chairman

VINCENT MUSCARELLA
Vice-Chair

ROSE MARIE WALKER

DONALD MACKENZIE

DELIA DeRIGGI-WHITTON
Ranking

SIELA A. BYNOE

LAURA CURRAN

MICHAEL C. PULITZER
Clerk of the Legislature

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CHAIRMAN NICOLELLO: I call the Finance Committee to order. I ask the Clerk to call the roll, please.

CLERK PULITZER: Thank you, Mr. Chairman.

Legislator Siela A. Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Ranking Member Delia DeRiggi-Whitton?

LEGISLATOR DeRIGGI-WHITTON: Here.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Legislator Rose Marie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Vice Chairman Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Chairman Richard Nicolello?

LEGISLATOR NICOLELLO: Here. Thank you. We have a quorum.

The first two items I'm going to hold; I'm going to call for executive session after we call the rest of the items. I think we're going to invite all of the legislators who want to attend to that executive session.

Starting with 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, and 119-2016 - these are resolutions to authorize the transfer of appropriations heretofore made within the budget for the year 2016; ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health, Medical Examiner, Traffic Safety Board, District Attorney's office, and Department of Information Technology.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

All these items went through committee before. I just ask that the - most of them went through committee - I just ask that the minutes

be incorporated by reference.

(Whereupon, the following is the minutes of the April 11, 2016 Health Committee pertaining to Clerk Items 105, 106, 107, 109, 110, 113, 114, 117, and 118-16.)

Clerk Item Number 104-16, Number 105-16, Number 106-16, Number 107-16, Number 109-16, Number 110-16, Number 113-16, Number 114-16, Number 117-16, and Number 118-16. They are all ordinances supplemental to the annual appropriation ordinance in connection the Department of Health.

May I have a motion, please?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Gaylor.

And we have Ms. Mary Ellen Laurain here.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item 104-16 is a supplemental appropriation in the amount of $300,000. This is for the immunization action plan. This is 100 percent funded through New York State Department

of Health, and the mission is to prevent vaccine preventable diseases.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Number 105.

MS. LAURAIN: Number 105-16 is a supplemental appropriation for the bathing beach water quality monitoring and notification program. This is in the amount of $55,355. This allows us to conduct beach water quality monitoring from May through Labor Day.

CHAIRWOMAN WALKER: Any comments or questions from the Legislators?

(No verbal response.)

I can't wait to think about beach weather.

MS. LAURAIN: You'll be getting all of the notifications from me, hopefully not too many.

CHAIRWOMAN WALKER: Any public comment?

(No verbal response.)

Okay. Number 106.

MS. LAURAIN: Item 106-16 is a supplemental appropriation in the amount of $15,238. This is for the sexually transmitted disease intervention services. This is an additional COLA award and is funded through New York State Department of Health. The mission is to prevent the spread of sexually transmitted diseases.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 107.

MS. LAURAIN: Item 107-16 is a supplemental appropriation in the amount of $523,600. This is for the tuberculosis public health campaign. This is 100 percent funded through New York State Department of Health. This is for comprehensive services to prevent the spread of tuberculosis in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 109-16.

MS. LAURAIN: Item 109-16 is a supplemental appropriation in the amount of $155,000. This is for HIV expanded services grant, also funded through New York State Department of Health. This grant helps those infected with HIV/AIDS who may not be receiving medical care.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 110.

MS. LAURAIN: Item 110-16 is a supplemental appropriation in the amount of $145,955. This is for drinking water enhancement program. This is funded through New York State Department of Health. This ensures the safety of the 46 water districts in Nassau County.

CHAIRWOMAN WALKER: Any questions or

comments from the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I'm just curious. With this and with 105, do you have a regular schedule that you check the beaches and you check with the water districts? Is it monthly or?

MS. LAURAIN: 105 is the beach monitoring program.

LEGISLATOR DeRIGGI-WHITTON: Yeah.

MS. LAURAIN: We begin that program, actually I said May but it's actually April we begin our surveys. It's for every permitted beach in Nassau County.

The ocean beaches are a little less because of the amount of water and the volume. The north shore beaches, we're up there a few times a week and after heavy rain it may even be more frequent. After a half inch of rain we will advise the beaches that they may not want to open.

LEGISLATOR DeRIGGI-WHITTON: So it's safe to say the beaches on the north shore are checked once at week, at least.

MS. LAURAIN: More than once a week. I would say, at a minimum, twice a week.

LEGISLATOR DeRIGGI-WHITTON: Okay. And as far as the water districts go, do we have a regular schedule with checking the water?

MS. LAURAIN: The water districts, we analyze and review over 200,000 to 300,000 reports annually. The water districts provide their own sampling and they must submit it to the Department of Health for analysis, and then, in addition, we conduct our own surveillance samples throughout each district.

LEGISLATOR DeRIGGI-WHITTON: Do you do that in a separate lab?

MS. LAURAIN: We do that - the water districts use their own labs, and then we do our own in our laboratory.

LEGISLATOR DeRIGGI-WHITTON: Okay. Thank you.

CHAIRWOMAN WALKER: Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. Just in reference to the drinking water enhancement, in light of the activities taking place in Flint,

Michigan, Pennsylvania, Newark, etcetera, and the fact that we have the issue in Bethpage with the Grumman plume. Where can someone get maybe the information or if there is some type of alert that the public needs to be aware of ahead of time. How has your operation changed in light of the water crisis that's taking place nationwide?

MS. LAURAIN: The water district is required to immediately provide notification to their constituents should there be any concern with the water, whether it be an e-coli or some type of bacteria. They are required to do immediate notification. And we are very fortunate that we have not had to do that in a while. I've been with the department 26 years, and I can only remember a few times having to do that, fortunately.

CHAIRWOMAN WALKER: I know the water districts will even notify us if, for some reason, say they're flushing the hydrants or whatever and it could cause the water to be discolored. They notify you even for that. I know they're very, very good about keeping the residents informed.

MS. LAURAIN: And the spring is when they do flush because in the winter the water volume is not as much water is used. Also, all the water districts are required to provide an annual drinking water survey to their constituents; that usually goes out I believe in May. I believe it goes out with the water bill.

CHAIRWOMAN WALKER: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman.

I have questions along the lines of the testing and notification to community as well.

Are the water districts required to provide you a copy of their notification to community when there is an issue?

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: I guess my concern is that --

MS. LAURAIN: To the Department of Health?

LEGISLATOR BYNOE: Yes.

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: Okay. My concern is that out in Lakeview, Malvern, Lynbrook there has

been an ongoing problem regarding iron in the water and a severe discoloration, quite frankly. While the Department of Health has stated that the water is of good quality and can be consumed and be used by those residents, it's alarming. It has a significant quality of life issue. People will not drink that water. They are, in fact, going out to buy water to do everything under the sun, except, obviously, to wash their clothes because there is no way to add water to your machine in that way. But their tiles, their bathroom fixtures are becoming discolored. The expense of spending the money to buy water. Quite frankly, they're bathing in this water and they don't feel comfortable.

I've been in contact with American Water. I've had a meeting in my community regarding this issue. I want to know, number one, why American Water had not actually reached out to the community. If you have proof that they have, I'd like to have a copy of it.

MS. LAURAIN: Iron is not something that would require that notification. Iron, while it's an aesthetic issue, it doesn't pose a health

concern so that wouldn't be a requirement of the water. But the water is safe to drink. I can tell you it's much more regulated, highly regulated. I drink the water. Personally, the bottled water is not regulated the way our tap water is.

LEGISLATOR BYNOE: So you're drinking the discolored water?

MS. LAURAIN: I have. I drink my tap water. I know it's an aesthetic issue for people. I agree with them that they shouldn't have to have discolored water. I know the water district is installing an iron filtration system which should alleviate that.

LEGISLATOR BYNOE: That's a good point. I'm understanding that even for the water that's been provided to the community in Lakeview that they are waiting, I guess, an approval from the Department of Health so for a water filtration system that they are going to have.

MS. LAURAIN: The Department of Health I believe approved that system in January; I'd have to get -- I think you spoke to Mr. Irwin, who is the Director of Environmental Health.

LEGISLATOR BYNOE: I believe I did. And I received an update from American Water as late as Friday saying that American Water was waiting for the Department of Health to make an approval and they were hopeful that it would arrive by April 15.

MS. LAURAIN: Let me just see if I have the email of when that was approved.

The construction of the additional filters in the Lakeview communities was approved by the Department of Health January 16, 2016.

LEGISLATOR BYNOE: Give me one second, if you wouldn't mind.

MS. LAURAIN: But I can certainly have you speak to Mr. Irwin again about that.

LEGISLATOR BYNOE: I think that would probably be best. I know it's not just the Lakeview community. While I'm advocating for Lakeview in particular, it is -- there are other areas that are actually affected by this. I think the real resolve is to replace the mains, from what I'm understanding.

MS. LAURAIN: Iron is naturally occurring in the environment. I want to say it's

probably ubiquitous in the environment. You see it more on the south shore because of the way Long Island is composed. You see it much more on the south shore than you do on the north shore.

LEGISLATOR BYNOE: And just for reference, so that when Mr. Irwin calls, it's Plant Number 2 and it's the potable iron removal treatment plant.

MS. LAURAIN: The potable water, it is called -

LEGISLATOR BYNOE: And it's awaiting approval. That's what's supposed to give some relief to those families.

MS. LAURAIN: Yes. It will filter it out. I know there are other water districts also installing.

I spoke to Mr. Irwin this morning about it, and he did tell me that it was approved on January 16. So I will speak to him again, tomorrow, and have him give you a call.

LEGISLATOR BYNOE: Okay. Thank you.

MS. LAURAIN: You're welcome.

CHAIRWOMAN WALKER: Any other legislators?

(No verbal response.)

Any other public comment?

(No verbal response.)

I believe that was 110.

MS. LAURAIN: Yes, 110.

CHAIRWOMAN WALKER: Clerk Item 113-16.

MS. LAURAIN: Clerk Item 113-16 is a supplemental appropriation in the amount of $23,764 for the Adolescent Tobacco Use Prevention Act. This is New York State Department of Health grant funded. This is an additional COLA award. Total funding after this award is $320,068. This program allows us to conduct certification checks to tobacco retailers in the county and complies with the Tobacco 18 Law.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: I would just want to know what else is being done. I wouldn't want to have to do a research study, but it is clear that there is a growth in the percentage of young people who are smoking cigarettes. I don't know

if just checking to see who is buying them at the stores or 7-11 is enough. I'm just asking is there something else tied to this program or is this specifically for this particular aspect?

MS. LAURAIN: State grant funds only allow us to do certain. Of course, when we go out and do education, we are health care providers so we discourage smoking among anybody. We do have a 96 percent compliance rate. We sting all the retailers in the county using 16, 17 year olds.

CHAIRWOMAN WALKER: Any other comments?

(No verbal response.)

Clerk Item 114-16.

MS. LAURAIN: Item 114-16 is a supplemental appropriation in the amount of $18,784. This is for our rabies programs. This is New York State Department of Health funded, and this objective, primary objective is to prevent the spread of rabies in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

I just would like to take a minute and thank you for the information, notifying myself and Legislator Schaefer right away in regards to - I'm sure that many of you saw that there was a rabid raccoon in the Hicksville community.

MS. LAURAIN: I could add to that. Since that notification, I believe it was last month sometime, we have enhanced our surveillance in a radius of where that animal was found, and we probably submitted 40 specimens or so to New York State Department of Health, and thus far all have been negative. We're hoping that continues.

CHAIRWOMAN WALKER: Thank you.

Clerk Item 117-16.

MS. LAURAIN: Item 117-16 is a supplemental appropriation in the amount of $16,751. This is for the lead poisoning prevention grant. This is a COLA award. Total funding after this award is $215,176. This is grant funded through New York State Department of Health. It is to reduce the prevalence of blood lead levels in children.

CHAIRWOMAN WALKER: Any questions or

comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 118-16.

MS. LAURAIN: Item 118-16 is a supplemental appropriation in the amount of $198,425. This is also for the childhood lead poisoning prevention grant, the one I just spoke about. This is grant funded through New York State Department of Health.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Hearing none, we'll vote on Clerk Items 104-16, 105-16, 106-16, 107-16, 109-16, 110-16, 113-16, 114-16, 117-16, and 118-16.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They move on to Finance.

(Whereupon, the following are the minutes of the April 11, 2016 Public Safety Committee meeting pertaining to Clerk Items 108, 111, 112, and 115-16.)

The first item to come before this committee is Item 108-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Division of Forensic Services.

Motion from Vincent Muscarella, seconded by Denise Ford.

Mr. May is here.

MR. MAY: How are you? Again. Again. I came back for more, both today and globally, I guess.

We have Ms. Karen Dooling to speak on this item.

CHAIRMAN DUNNE: Thank you very much. Just a thumb nail sketch of what this is about.

MS. DOOLING: Sure. This is a $7,000 no-match grant from the Division of Criminal Justice Services. It will be used for the crime lab, for the chemistry department to expand their services and the ability to test more drugs. It

will be for supplies and overtime for chemists.

CHAIRMAN DUNNE: When you say no match, it means it's coming from where?

MS. DOOLING: New York State, Division of Criminal Justice.

CHAIRMAN DUNNE: It's pass-through money then.

MS. DOOLING: Yep.

CHAIRMAN DUNNE: Okay. Any questions from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next item to come before us - there are two items coming.

111-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

In addition, 115-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

And we have?

MR. MISTRON: Christopher Mistron, Stop DWI Coordinator, Nassau County.

For Number 111 -

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Don MacKenzie.

Chris, it's all yours.

MR. MISTRON: Number 111 is a grant. It's a pass-through grant that comes from the governor of Traffic Safety Committee to the New York State Stop DWI Coordinator's Association. It's called the DWI Foundation Grant. It's for special holiday enforcement that is for all the departments within Nassau County. Specifically, we've geared for July 4, Labor Day, Memorial Day, and some of the departments also do some of the smaller ones like St. Patrick's Day, which is not a smaller one. These are just special holiday details for holidays.

CHAIRMAN DUNNE: Legislator Ford has a

comment. I thought you wanted to comment on it.

LEGISLATOR FORD: As always, I thank you very much. Honestly, Chris, thank you very much. I know that these programs are very, very important. All too often we're still reading about people who are dying because of drunk driving. I think we had a senior couple, I guess, further east, where somebody was drinking, hit a car, and they got hit. So any effort that can be made.

I thank the officers that do stands out in all kinds of weather, regardless, stopping a lot of people and just trying to check to make sure that they are not impaired while they're driving.

Thank you.

CHAIRMAN DUNNE: Any other comments from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor of 111 indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously and goes on to Finance.

115.

MR. MISTRON: 115 is for the regular - I'm sorry. Was there a motion on that one?

CHAIRMAN DUNNE: It's already been motioned.

MR. MISTRON: 115 is for the Stop DWI program itself. It's a continuous grant program of sorts from year to year. It's fully funded from the fine monies collected for those convicted of DWI. It has several components to it the way in which it is outlined. The major one is for enforcement purposes. Second, monies are provided to the district attorneys for the prosecution of DWI specific cases. Third, we have monies that are provided to the probation department for purposes of monitoring those that are convicted of DWI. We also have a component within the program that provides money to drug and alcohol for working on rehabilitation programs with individuals that have been

convicted, as well as administrative education programs that go into everything from the schools into the community as well as the administration of the program.

CHAIRMAN DUNNE: Any questions from any legislator?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The last item for today is Item 112-16, an ordinance supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

Mr. McManus.

MR. MCMANUS: Thank you. Bob McManus, District Attorney's Office.

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Vincent Muscarella.

My apologies. Go ahead.

MR. MCMANUS: The Nassau County District Attorney's Office has been nominated by the American Society for the Prevention of Cruelty to Animals, the ASPCA, to be a recipient of the fifth annual ASPCA Scholarship Fund Grant Award.

This grant award will enable one of our special investigators, someone who is assigned to animal cruelty cases when they do come up, to attend the animal care expo in Las Vegas from May 11 through May 14 of this year, to join more than 2,000 animal care experts and law enforcement professionals from around the globe to learn new skills and strategies to combat animal abuse and cruelty and to investigate crimes related to that issue.

CHAIRMAN DUNNE: There is no excuse to cruelty to animals or cruelty to anything or anybody.

Any questions from any of the legislators? Yes. Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairman Dunne.

One quick question. Does this cover all

the costs associated with the travel?

MR. MCMANUS: It covers the hotel and the airfare. I think it depends on the individual. It's supposed to cover meals, airfare, and hotels. If the individual wants to buy souvenirs or that kind of thing -- let's put it this way. I'm sure the investigator is going to have to spend some of her own money. I think she's very proud to be a part of this meeting.

LEGISLATOR BYNOE: Okay. Thank you.

CHAIRMAN DUNNE: Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

(Whereupon, the following is the continuation of the minutes of the April 11, 2016 Finance Committee meeting.)

CHAIRMAN NICOLELLO: Do we have any

questions on the items that are before the committee?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

I'm going to ask for a motion to suspend the rules.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Mackenzie.

All in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended.

Item 134-2016 is a resolution authorizing the county executive to execute a grant agreement

between the County of Nassau, acting on behalf of the Department of Parks, Recreation and Museums, and Museums at Mitchel.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

Any discussion as to this item?

(No verbal response.)

Public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It carries unanimously.

Item 137-16 is a resolution amending 448-2001, as amended, entitled "Designating Banks and Trust Companies for the Deposit of Monies Received by the County Treasurer."

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie.

Any comment?

(No verbal response.)

Any discussion?

(No verbal response.)

Public comment?

Legislator Curran.

LEGISLATOR CURRAN: On what basis was this bank selection made?

MR. MAY: I don't have the item in front of me. Which is the bank that's being added?

LEGISLATOR CURRAN: It is Suffolk County National Bank.

CHAIRMAN NICOLELLO: Item 137-2016. Mr. Jefferson is behind you.

MR. JEFFERSON: Hi. Good afternoon. Beaumont Jefferson, County Treasurer.

The selection of banks are made - from time to time you have banks who come to the - who call the treasurer's office and they are interested in doing business with the county. In order for us to make any deposits with a bank, they have to be on our approved list. One of the things that we look for is that they have a presence in Nassau County, also in New York, and

we also review the bank's standings. We use a website to just verify that the banks are in good standing and they at least have a four start rating, four or five star rating.

LEGISLATOR CURRAN: Thanks.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. I was also questioning, in terms of the process by which this - that this took place. In addition to asking about the presence in Nassau County, what are the types of services that they are providing as it pertains to community reinvestment and things of that nature? It's like what is this overall.

CHAIRMAN NICOLELLO: Mr. Jefferson, I don't know if you heard Ms. Mereday's comments.

MR. JEFFERSON: Yes. The website that we use is borrowfinancial.com. We do look at the community reinvestment rating. On Suffolk Community Bank that's before you the rating is outstanding. That information is public

information and that's one of the categories that we look at when we select banks.

CHAIRMAN NICOLELLO: Thank you.

MR. JEFFERSON: You're welcome.

CHAIRMAN NICOLELLO: Any other public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Item 142-2016 is an ordinance supplemental to the annual appropriation ordinance and to transfer appropriations heretofore made within to reconcile the county's financial records for the budget year of 2015.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

The item is before us.

Ms. D'Alleva, can you tell us what we're doing here.

MS. D'ALLEVA: This is a customary item that we do at the end of every fiscal year. It's basically produced by the county comptroller pursuant to the Charter, Section 307, in terms of clearing all the negative balances by control center.

CHAIRMAN NICOLELLO: I noticed that some of the contract lines seem to have been over budget in 2015, including county attorney, IT, DPW. Could you tell us why that happened and whether the 2016 budget is any more realistic?

MS. D'ALLEVA: I think currently, during the month 13 process, the county attorney's office had some additional contracting invoices that they had to accrue for 2016 that were unforeseen. Those contracts were accrued for 2016 in month 13 that we weren't aware of, but they were accrued with the county comptroller's office for services that were rendered. According to accounting principles, we have to basically account for those services during the year.

CHAIRMAN NICOLELLO: When you say 2016 -

MS. D'ALLEVA: 2015, I'm sorry. '15.

CHAIRMAN NICOLELLO: Any other questions on these items? Legislator Curran.

LEGISLATOR CURRAN: Hi. About the FIT, it's $2.87 million. Weren't we not withholding local government assistance from towns and villages for these shortfalls?

MS. D'ALLEVA: Those are the fourth quarter adjustments that we do make. The original appropriation - this has to do with the appropriation in the budget line. Because more students actually went to FIT there was a higher level of appropriation that was needed, and that's what this is dealing with.

LEGISLATOR CURRAN: So it was more than expected.

MS. D'ALLEVA: Yes.

LEGISLATOR CURRAN: Registration.

MS. D'ALLEVA: Yes.

LEGISLATOR CURRAN: Okay. Am I correct in my understanding that it was local government assistance from towns and villages?

MS. D'ALLEVA: Sales tax. Our local government assistance fourth quarter sales tax is netted for any outstanding balances that the

towns have to remit to the county because we pay on their behalf.

LEGISLATOR CURRAN: Thank you.

I have another question about the eight million in retirement reserve. My first question is do you know how much has been deferred in pension expenses in general?

MS. D'ALLEVA: We've deferred approximately, since 2012, approximately $269 million.

LEGISLATOR CURRAN: And will this eight million go to cover some of that?

MS. D'ALLEVA: Yes. I would say we could use some of the eight million to prepay what we've deferred if we choose to.

LEGISLATOR CURRAN: Eight million to prepay.

MS. D'ALLEVA: Right.

LEGISLATOR CURRAN: But it hasn't happened yet.

MS. D'ALLEVA: No, it hasn't happened yet.

LEGISLATOR CURRAN: Okay. And all of these items, have -- so have any of them been

done already?

MS. D'ALLEVA: I'm sorry. I don't understand.

LEGISLATOR CURRAN: Have they been paid out already?

MS. D'ALLEVA: Of?

LEGISLATOR CURRAN: Of all of the items on the list.

MS. D'ALLEVA: This item is to correct the balances of all the accounts in the 2015 budget. Yeah, some of them probably have actually been expended. I guess an example would be the DE contracts in certain venues that required additional appropriation could have been expended and paid through the comptroller's office. We would have to check. I'm not really sure.

LEGISLATOR CURRAN: Okay. My concern is what came up before, if this has been done before we approve it, of any of these items.

MS. D'ALLEVA: This is done customarily at the end of every year. So the comptroller's office has to clean up the negative balances. Because the legislature votes and adopts the

budget according to appropriation by control center and object code, if any one of those control centers and object codes actually falls short, the comptroller's office puts together this year-end board transfer so that they can give the trial balance to the auditors, in this case it's McGladdery, RMS or whatever they call themselves, and they can audit our books and issue a CAFR, a year-end CAFR.

LEGISLATOR CURRAN: Thanks.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment? I'm sorry. Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: On the FEMA fund it's 20,000; do you know what that's for?

MS. D'ALLEVA: 20,000?

LEGISLATOR DeRIGGI-WHITTON: 20,852.13, a transfer. The fund or the transfer, whatever you want to call it.

MS. D'ALLEVA: I believe this was for - oh, there was a shortfall in DD expenditures. I believe it was something to do with generators.

They had appropriation left over in the salary line. Whatever they had appropriated, they didn't use that funding so they had used it and they are expenditures for general expenditures on a PW that they have to cover.

LEGISLATOR DeRIGGI-WHITTON: So this item is including an appropriation for the 15 million funds received from New York State Office of Emergency Management and FEMA for Super Storm Sandy expenses.

MS. D'ALLEVA: Yes. What happened is that we were required to have a ten percent local match originally. FEMA was supposed to only reimburse us for 90 percent. Through the governor's office we were able to secure funding from CDBGR community block grant funding, so we were able to secure those funds but the ten percent local match, the county had sustained that local match through the major funds. So we had already - the $15 million is to ensure that we can transfer it back and make the major funds whole.

LEGISLATOR DeRIGGI-WHITTON: Okay. So we are getting reimbursement from FEMA -

MS. D'ALLEVA: We're getting reimbursement from the governor's office for our ten percent local match that we paid out.

LEGISLATOR DeRIGGI-WHITTON: And that's what we're using for these appropriations.

MS. D'ALLEVA: Yes.

LEGISLATOR DeRIGGI-WHITTON: Have all the other FEMA lines that have been extended been reimbursed already?

MS. D'ALLEVA: Currently, in total expenses, since 2012, we have about $208 million of expenses. I believe the county has received, in cash reimbursement, approximately $175 million. We have started to go through the closeout process with our project worksheets. We have not closed out any one project worksheet; so, therefore, there is a $33 million "balance" that FEMA would still have to pay us.

LEGISLATOR DeRIGGI-WHITTON: So we're still looking for 33 million. I'm surprised we're not using this 15 million towards that gap.

MS. D'ALLEVA: What gap?

LEGISLATOR DeRIGGI-WHITTON: The 33 million came out of -

MS. D'ALLEVA: It's a grant. FEMA said that they -- at this point we're being reimbursed for 100 percent of our expenses. We expended $208 million. We will receive $208 million. We don't have a gap.

LEGISLATOR DeRIGGI-WHITTON: We just haven't received the 33 million.

MS. D'ALLEVA: The issue with the 15 million was because there was a ten percent local shared required match, the county had put up that money in previous fiscal years. That 15 million is actually coming to fund balance now.

LEGISLATOR DeRIGGI-WHITTON: I've asked this before. Can I possibly just get a written breakdown of what the 33 million that we're waiting for was pertaining to?

MS. D'ALLEVA: There are several project worksheets that were issued over the course of the three years. There's probably about 42 of them. There are many project worksheets. Don't quote me on that number. There are many project worksheets. But the balance is very little, it's maybe 15 percent of the total. We're doing very well in terms of cash receipts.

LEGISLATOR DeRIGGI-WHITTON: It's three and a half years later. I know. We've talked about it.

If I could just find out.

MS. D'ALLEVA: Sure.

LEGISLATOR DeRIGGI-WHITTON: I just want to see where it is that we're still hoping to get reimbursed.

MS. D'ALLEVA: The largest is probably our debris removal project worksheet, project worksheet 120. It's about $9 million that we're still owed on that.

LEGISLATOR DeRIGGI-WHITTON: Again, I would just like to see what it is just so we can have an idea going forward if there are any changes we should make to make it easier to get reimbursed should there be another situation like this.

MS. D'ALLEVA: The 15 million is our ten percent that we put in, which is actually a little less than ten percent but that's fine.

MS. D'ALLEVA: They're slightly behind. It's through 2014 expenditures. They're reviewing them. So we filled out applications to

get reimbursed for our ten percent local match, and it's been through the 2014 applications, that's what that 15 million represents.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Legislator Curran.

LEGISLATOR CURRAN: Have these transfers been posted in the financial system?

MS. D'ALLEVA: I would have to - I believe that they may not have been approved in the financial system but it is initiated through the comptroller's office yes. They are transitioning to handing over the books or they have already handed over the books for the trial balance to the auditors to close out the year.

LEGISLATOR CURRAN: So that means that they are? They have been posted?

MS. D'ALLEVA: I'm not sure if it's posted and executed, but I believe that since they handed the trial balances over to the accounting firm, I believe they may be posted.

LEGISLATOR CURRAN: I think - speaking for the legislature as a body, it kind of renders us impotent if this is done before we get a chance to approve it.

MS. D'ALLEVA: It doesn't render you impotent at all. Basically, if you do not vote on this then we would have to reverse anything that was done in the financial system. It's not an issue that way.

LEGISLATOR CURRAN: Okay. Maybe in the future, I don't know if everyone agrees with me, I think it would be good for us to be able to approve this before that happens.

MS. D'ALLEVA: I think by - not sure - by Charter - actually, the comptroller's office has to issue a CAFR by June 30. So this is kind of like March is - usually by March we have a year-end board transfer that we present to the legislature to vote on.

LEGISLATOR CURRAN: Okay. Fair enough. Thank you.

CHAIRMAN NICOLELLO: Thank you.

Any other discussion?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: Yes. My comment had to do with - unfortunately I don't have that information in front of me that you all do.

Again, you are the stewards of my tax dollars. But having an operational background, just one thing that jumped out for me, because there are so many contract requests in here for legal counsel, I'm just curious as to how many people actually work for the county attorney's office, how many outside contracts do we actually have that we're funding? There was no ripple even when - I'm sorry I don't remember your name - when the previous speaker mentioned that the issue about the county attorney invoices had to be paid, but it was over the budget because they were unaware - I believe that was actually the word - that they were unaware of these invoices but they had to be paid. And about three hours ago you were probably drilling the young woman that was speaking with regards to parks for the contract that needed a $25,000 increase for unforeseen expenditures that weren't their responsibility but it was for them to promote that to the residents. I'm unclear. Is it okay to reprimand the parks department for unforeseen circumstances that generated additional costs but it's a pass to not really get all that aggravated

about county attorney, additional expenses from the county attorney's department for invoices that somebody was not aware of? I'm unclear.

CHAIRMAN NICOLELLO: Ms. D'Alleva, just clarify your comments earlier.

MS. D'ALLEVA: I think the difference is in the county attorney's office they already had contracts in place with the appropriate levels of funding and terms of the contract. It's just that when we were looking at the current obligation in December, December 31, when we were ending the year, to us it did not look at spent. But pursuant to that, they had had invoices that had come in for services that were rendered but they had the contracts in place to fund that.

Also, there are approximately, as of December there were 59 county attorneys in the county attorney's office, almost half of what was in the previous administration.

In terms of managing expenses and relating to taxpayers, I do feel that the county attorney has really done a phenomenal job in terms of really managing outside contracts, inside salaries, and headcount to actually give

us the best efficiencies, in terms of spending.

CHAIRMAN NICOLELLO: Thank you. Appreciate it. Thank you, Ms. D'Alleva.

Any other public comment?

(No verbal response.)

All in favor of Item 142-2016 signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It passes unanimously.

The next three items are the executive session items.

100-2016 is a resolution authorizing the county attorney to compromise and settle the claim of plaintiffs, Joseph Butindari and Civil Service Employees Association, A.F.S.C.M.E. Local 1000, A.F.L.-C.I.O by its Local 830, as set forth in the action entitled *Joseph Butindari and Civil Service Employees Association, A.F.S.C.M.E. Local 1000, A.F.L.-C.I.O by its Local 830 v. County of Nassau*, Index No. 000589/14 pursuant to the County Law, the County Government Law, and the Nassau County Administrative Code.

The second item is Resolution 101-16, a resolution authorizing the county attorney to compromise and settle the action *Randy Hoskins a/k/a Randy A. White v. County of Nassau*.

We have the addendum item, 143-2016, a resolution authorizing the county attorney to compromise and settle the claims of different utility companies, as set forth in various actions pursuant to the County Law.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

Those items are before the committee.

Legislator MacKenzie makes a motion to go into executive session, seconded by Legislator Walker.

All in favor of going into executive session signify by saying aye.

(Aye.)

The items are in executive session. All legislators are invited.

(Whereupon, the Finance Committee recessed into executive session at 4:23 p.m.)

(Whereupon, the Finance Committee reconvened at 5:25 p.m.)

CHAIRMAN NICOLELLO: We have several items to vote on. First one is Item 100-16.

All in favor of Item 100-2016, which is the Butindari settlement signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That carries unanimously.

101-16 is the settlement related to Randy Hoskins a/k/a Randy White, all in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously.

The last one is the executive session item 143 relating to the utility companies.

Legislator DeRiggi-Whitton has a question. I'm sorry. Legislator Curran.

LEGISLATOR CURRAN: Hi. First thing, we didn't get a copy of the settlement agreement in the backup for this, and I'm wondering why we

didn't.

MS. LOCURTO: I apologize, Legislator. I think it was just an oversight. It just didn't get to you until today. We'll address that in the future.

LEGISLATOR CURRAN: Okay. Thank you.

I'm willing to vote yes on this to pass this through, but I would very much like to see that before the Full Leg in two weeks.

MS. LOCURTO: Absolutely.

LEGISLATOR CURRAN: Thank you very much.

Also, I have some questions for OMB on this, not legal. Oh, wait. I don't. Never mind. I'm sorry.

DEPUTY COUNTY EXECUTIVE NAUGHTON: We were ready, though.

LEGISLATOR CURRAN: Wait for the next one. Stay there.

CHAIRMAN NICOLELLO: That was weird.

LEGISLATOR CURRAN: I'm sorry. Sorry about that.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Not a problem.

LEGISLATOR CURRAN: Now that I've got

you.

I'm not getting into the legal because I know we can't talk about that in public. But the settlement for this, how are we going to pay for this?

DEPUTY COUNTY EXECUTIVE NAUGHTON: My understanding is that we're going to be using our litigation fund. The 2016 budget included approximately $20 million as an appropriation in the litigation fund to cover any potential judgments.

LEGISLATOR CURRAN: So that won't cover it though, $20 million.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I don't know how much I can say about the payment.

MS. D'ALLEVA: I don't want to have to go into executive session.

LEGISLATOR CURRAN: Okay. Fine.

MS. D'ALLEVA: It's a total dollar amount. How it will be paid - there is sufficient monies in the litigation fund to cover the entire amount.

LEGISLATOR CURRAN: Okay. Fair enough. You're right.

My concern is with the other towns, we're currently dealing with the other towns with similar kinds of cases and I'm worried there will not be enough money to pay everything that we have to pay coming down the pick, with Hempstead and North Hempstead.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I think my only statement to that would be we would address it if there is some type of settlement with those. We may also be litigating those cases.

LEGISLATOR CURRAN: Right. Can we talk about how much is due in pending judgments currently being litigated in regard to this sort of judgment, this sort of case with the Town of Hempstead?

MS. LOCURTO: With the Town of Hempstead, we have between actual judgments that have been reduced, it's approximately 25 million. Of those that have not been reduced to judgment, it is significantly higher. We've estimated a substantial amount for those in excess of the 25 million that just have been reduced to judgment to date.

LEGISLATOR CURRAN: Okay. Because to me this is a budget issue. I'm worried that these settlements will put at risk, if they have to - if the litigation fund is depleted it will have to come out of operating funds and that could put a hole in our budget for other programs.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I will state that we have sufficient funds in our litigation fund, and it will not deplete the entire fund.

LEGISLATOR CURRAN: So you're confident that the litigation fund would cover this and perhaps other towns as well?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Without knowing how much those other towns would be, I don't know. Clearly, that could also be part of the negotiating factor, how much money you have available to settle with.

LEGISLATOR CURRAN: Okay. Just another question. I don't know if this is an OMB question. I'm just wondering if it's fair to settle with the Town of Oyster Bay before we know what we have to do with Hempstead and North Hempstead.

MS. LOCURTO: I think any time that the county has an opportunity to settle a case that is favorable and in the best interest of the county, it is what the county - it is what we would recommend for the county to do. I can't say for certain but it may help us bring resolution to these cases that have been ongoing for over 15 years. So creating certainty and bringing an end to litigation that only has created substantial liability, potential liability for the county, I think it's overall a good decision, and that's why we're recommending settlement.

LEGISLATOR CURRAN: From what I understand, this was filed on Friday.

MS. LOCURTO: Yes.

LEGISLATOR CURRAN: I'm wondering why this is being rushed. Here we are on Monday and we're being asked to vote on this so quickly.

MS. LOCURTO: I think once the opportunity for a real settlement was reached and struck by all the parties, I think we wanted to bring it to the legislature as soon as possible to cut off, if you will - I don't want to go too

much because we discussed it broadly in executive session. These judgments do carry interest on them. I don't want to say too much in the public forum. But that is a savings. If the settlement presents a savings to the county.

LEGISLATOR CURRAN: I see that point.

Back to OMB. I am very worried, because this is the Finance Committee, just from the budgetary point of view that we're not going to blow a hole in our budget with these sorts of things since we're not going to be using bonded money for them, obviously, and that the litigation fund would cover - I'm not going to talk about any amounts - but hypothetically could cover these sorts of things going forward.

DEPUTY COUNTY EXECUTIVE NAUGHTON: The administration is very comfortable that we have sufficient funds in our litigation fund to address this settlement. I think you have to address each potential settlement as they happen.

LEGISLATOR CURRAN: Okay. Thank you.

CHAIRMAN NICOLELLO: I just wanted to say they are all very good points raised by Legislator Curran. But I think if we have, what

I consider to be, a very favorable settlement before us, I would not want to lose that settlement by delaying a decision on this.

Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: Is it possible to get a list of all the garbage districts and copies of all -- that are litigating just to see where we are and what the status is for each one?

MS. LOCURTO: Legislator, we can provide that list.

LEGISLATOR DeRIGGI-WHITTON: Could we have that before Full Leg?

MS. LOCURTO: On the 25th, certainly.

LEGISLATOR DeRIGGI-WHITTON: Again, I'm stating also that we really need a copy. I'm not going to vote for this because I have not seen a copy of the decision - settlement, rather, and I don't, you know, I don't even know what the terms are. I haven't read it and neither has my counsel. You have to provide us with this information. Something that's this much money can't be an oversight. It's a very important part of our day. You can't neglect to give us

the information.

MS. LOCURTO: I appreciate that, Legislator. And I believe everything that was discussed in executive session outlined all the terms of the settlement. If you have any questions, I'd be more than happy to address them in executive session again and go through it with you.

LEGISLATOR DeRIGGI-WHITTON: No. I would like to just read it. I appreciate your efforts, but we really have to have it in hand before we can vote on it because nothing is recorded in executive session.

CHAIRMAN NICOLELLO: So we will have that by the Full Leg.

LEGISLATOR DeRIGGI-WHITTON: Can I just ask Maurice to come up, please? Maurice, Mr. Chalmers, let me apologize.

MR. CHALMERS: Maurice Chalmers, OMB.

LEGISLATOR DeRIGGI-WHITTON: Maurice, can you give me your most recent account for the balance that we have in the litigation settlement account?

MR. CHALMERS: It's approximately $20

million for the 2016 budget.

LEGISLATOR DeRIGGI-WHITTON: And what is it today?

MR. CHALMERS: I could check for you. I would probably guess it was close to 20 million. I can check and give you an exact amount.

LEGISLATOR DeRIGGI-WHITTON: Do you know how much of that has been obligated already?

MR. CHALMERS: I would have to check and get back to you and tell you the exact amount.

LEGISLATOR DeRIGGI-WHITTON: That's a different amount from what I heard.

MS. D'ALLEVA: Currently, we're showing in the current obligation is around 18. We also have other settlements that are paid through payroll that are going to be moving over. What we will be having available is approximately 15.

LEGISLATOR DeRIGGI-WHITTON: That's the number I heard, 15. So we have 15 million available. Alright.

LEGISLATOR CURRAN: One more quick one. Thank you.

With the litigation fund this could cover, hypothetically, these sorts of things.

But what if there are other suits and damages that are unrelated to this, other kinds of suits and damages? Are you confident that those could be covered as well?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Yes.

LEGISLATOR CURRAN: Can you explain, excuse my ignorance, how it is replenished?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Sure. The fund is generated by either surpluses that we anticipate generating during the year, and then we move the money into the fund.

LEGISLATOR CURRAN: Surpluses.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Right. Because what we are trying to do is build so that we're not borrowing for these types of expenses.

LEGISLATOR CURRAN: Right. So you're confident that the litigation fund, we would get enough in surpluses to cover this sort of thing plus any other suits and damages that we might not predict, that we don't know, that come from left field.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Correct. We've been in consultation with the

county attorney's office, looking at things that they think they may settle during the year, and we feel that we have sufficient funding.

LEGISLATOR CURRAN: Okay. Thanks.

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Good evening. So on replenishment, you said it's replenished using surplus funds, correct?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Correct.

LEGISLATOR BYNOE: So on Item 142-16, where we did the transfer, anticipating that we'd be settling this case and that fund would be close to being depleted, why didn't we consider moving some of these surplus funds into the litigation fund?

DEPUTY COUNTY EXECUTIVE NAUGHTON: As I stated earlier, the 2016 budget, you, actually as a body, voted to appropriate $20 million into the fund.

LEGISLATOR BYNOE: Okay. Based on the settlement, we're going to work through a good portion of that, right?

DEPUTY COUNTY EXECUTIVE NAUGHTON: That

is correct.

LEGISLATOR BYNOE: So we just did some transfers and I'm wondering why we didn't consider moving anything into that account based on the fact that we knew we were going to work through a considerable amount of what's currently existing.

DEPUTY COUNTY EXECUTIVE NAUGHTON: It's not necessary at this time. And as the year goes on, if we feel that we need to add more money to that fund at that point we will do so.

LEGISLATOR BYNOE: Knowing that we have two other entities, both North Hempstead and the Town of Hempstead, we think the remaining funds are going to take care of those?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Again, each settlement will be handled on its own merits, and it depends on what is negotiated.

LEGISLATOR BYNOE: Okay. You'll be back.

CHAIRMAN NICOLELLO: I just have one brief comment and then we can vote on this, which is simply that it is completely ridiculous to me that the county guarantee applies to this case,

but that's not something that's my call, it was decided by a judge. It's completely absurd, and I think we all agree with that.

In any event; all in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Abstaining?

(Abstain.)

Five-zero-two. Five ayes, zero nos, and two abstentions. Legislator Curran voted for it.

Motion to adjourn?

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It passes unanimously.

We are back into Rules.

(Whereupon, the Finance Committee

adjourned at 5:39 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 26th day of April, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

HEALTH AND SOCIAL SERVICES COMMITTEE

ROSE WALKER
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

April 11, 2016
3:15 p.m.

REGAL REPORTING SERVICES
516-747-7353

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

ROSE MARIE WALKER
Chairwoman

C. WILLIAM GAYLOR III
Vice-Chairman

LAURA SCHAEFER

JAMES KENNEDY

DELIA DERIGGI-WHITTON
Ranking

JUDITH JACBOS

SIELA A. BYNOE

MICHAEL C. PULITZER
Clerk of the Legislature

LIST OF SPEAKERS

MARY ELLEN LAURAIN. 5

META MEREDAY. 10

2 CHAIRWOMAN WALKER: I call to order this
3 meeting of the Health and Social Services
4 Committee, and ask the Clerk to take the role.
5 CLERK PULITZER: Thank you.
6 Legislator Siela A. Bynoe?
7 LEGISLATOR BYNOE: Here.
8 CLERK PULITZER: Legislator Judy Jacobs?
9 LEGISLATOR JACOBS: Here.
10 CLERK PULITZER: Ranking Member Delia
11 DeRiggi-Whitton?
12 LEGISLATOR DeRIGGI-WHITTON: Here.
13 CLERK PULITZER: Legislator James
14 Kennedy?
15 LEGISLATOR KENNEDY: Here.
16 CLERK PULITZER: Legislator Laura
17 Schaefer?
18 LEGISLATOR SCHAEFER: Here.
19 CLERK PULITZER: Vice Chairman C.
20 William Gaylor III?
21 LEGISLATOR GAYLOR: Present.
22 CLERK PULITZER: Chairwoman Rose Marie
23 Walker?

CHAIRWOMAN WALKER: Here.

CLERK PULITZER: We have a quorum.

CHAIRWOMAN WALKER: Thank you.

There are ten items on the agenda this morning. If it's alright, I'm going to call all of them together.

Clerk Item Number 104-16, Number 105-16, Number 106-16, Number 107-16, Number 109-16, Number 110-16, Number 113-16, Number 114-16, Number 117-16, and Number 118-16. They are all ordinances supplemental to the annual appropriation ordinance in connection the Department of Health.

May I have a motion, please?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Gaylor.

And we have Ms. Mary Ellen Laurain here.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item 104-16 is a supplemental appropriation in the amount of $300,000. This is for the immunization action plan. This is 100

percent funded through New York State Department of Health, and the mission is to prevent vaccine preventable diseases.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Number 105.

MS. LAURAIN: Number 105-16 is a supplemental appropriation for the bathing beach water quality monitoring and notification program. This is in the amount of $55,355. This allows us to conduct beach water quality monitoring from May through Labor Day.

CHAIRWOMAN WALKER: Any comments or questions from the Legislators?

(No verbal response.)

I can't wait to think about beach weather.

MS. LAURAIN: You'll be getting all of the notifications from me, hopefully not too many.

CHAIRWOMAN WALKER: Any public comment?

(No verbal response.)

Okay. Number 106.

MS. LAURAIN: Item 106-16 is a supplemental appropriation in the amount of $15,238. This is for the sexually transmitted disease intervention services. This is an additional COLA award and is funded through New York State Department of Health. The mission is to prevent the spread of sexually transmitted diseases.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 107.

MS. LAURAIN: Item 107-16 is a supplemental appropriation in the amount of $523,600. This is for the tuberculosis public health campaign. This is 100 percent funded through New York State Department of Health. This is for comprehensive services to prevent the spread of tuberculosis in Nassau County.

CHAIRWOMAN WALKER: Any questions or

comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 109-16.

MS. LAURAIN: Item 109-16 is a supplemental appropriation in the amount of $155,000. This is for HIV expanded services grant, also funded through New York State Department of Health. This grant helps those infected with HIV/AIDS who may not be receiving medical care.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 110.

MS. LAURAIN: Item 110-16 is a supplemental appropriation in the amount of $145,955. This is for drinking water enhancement program. This is funded through New York State Department of Health. This ensures the safety of the 46 water districts in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I'm just curious. With this and with 105, do you have a regular schedule that you check the beaches and you check with the water districts? Is it monthly or?

MS. LAURAIN: 105 is the beach monitoring program.

LEGISLATOR DeRIGGI-WHITTON: Yeah.

MS. LAURAIN: We begin that program, actually I said May but it's actually April we begin our surveys. It's for every permitted beach in Nassau County.

The ocean beaches are a little less because of the amount of water and the volume. The north shore beaches, we're up there a few times a week and after heavy rain it may even be more frequent. After a half inch of rain we will advise the beaches that they may not want to open.

LEGISLATOR DeRIGGI-WHITTON: So it's safe to say the beaches on the north shore are

checked once at week, at least.

MS. LAURAIN: More than once a week. I would say, at a minimum, twice a week.

LEGISLATOR DeRIGGI-WHITTON: Okay. And as far as the water districts go, do we have a regular schedule with checking the water?

MS. LAURAIN: The water districts, we analyze and review over 200,000 to 300,000 reports annually. The water districts provide their own sampling and they must submit it to the Department of Health for analysis, and then, in addition, we conduct our own surveillance samples throughout each district.

LEGISLATOR DeRIGGI-WHITTON: Do you do that in a separate lab?

MS. LAURAIN: We do that - the water districts use their own labs, and then we do our own in our laboratory.

LEGISLATOR DeRIGGI-WHITTON: Okay. Thank you.

CHAIRWOMAN WALKER: Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. Just in reference to the drinking water enhancement, in

1 light of the activities taking place in Flint,
2 Michigan, Pennsylvania, Newark, etcetera, and the
3 fact that we have the issue in Bethpage with the
4 Grumman plume. Where can someone get maybe the
5 information or if there is some type of alert
6 that the public needs to be aware of ahead of
7 time. How has your operation changed in light of
8 the water crisis that's taking place nationwide?
9 MS. LAURAIN: The water district is
10 required to immediately provide notification to
11 their constituents should there be any concern
12 with the water, whether it be an e-coli or some
13 type of bacteria. They are required to do
14 immediate notification. And we are very
15 fortunate that we have not had to do that in a
16 while. I've been with the department 26 years,
17 and I can only remember a few times having to do
18 that, fortunately.
19
20 CHAIRWOMAN WALKER: I know the water
21 districts will even notify us if, for some
22 reason, say they're flushing the hydrants or
23 whatever and it could cause the water to be
24 discolored. They notify you even for that. I
25 know they're very, very good about keeping the

residents informed.

MS. LAURAIN: And the spring is when they do flush because in the winter the water volume is not as much water is used. Also, all the water districts are required to provide an annual drinking water survey to their constituents; that usually goes out I believe in May. I believe it goes out with the water bill.

CHAIRWOMAN WALKER: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman.

I have questions along the lines of the testing and notification to community as well.

Are the water districts required to provide you a copy of their notification to community when there is an issue?

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: I guess my concern is that --

MS. LAURAIN: To the Department of Health?

LEGISLATOR BYNOE: Yes.

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: Okay. My concern is

that out in Lakeview, Malvern, Lynbrook there has been an ongoing problem regarding iron in the water and a severe discoloration, quite frankly. While the Department of Health has stated that the water is of good quality and can be consumed and be used by those residents, it's alarming. It has a significant quality of life issue. People will not drink that water. They are, in fact, going out to buy water to do everything under the sun, except, obviously, to wash their clothes because there is no way to add water to your machine in that way. But their tiles, their bathroom fixtures are becoming discolored. The expense of spending the money to buy water. Quite frankly, they're bathing in this water and they don't feel comfortable.

I've been in contact with American Water. I've had a meeting in my community regarding this issue. I want to know, number one, why American Water had not actually reached out to the community. If you have proof that they have, I'd like to have a copy of it.

MS. LAURAIN: Iron is not something that would require that notification. Iron, while

it's an aesthetic issue, it doesn't pose a health concern so that wouldn't be a requirement of the water. But the water is safe to drink. I can tell you it's much more regulated, highly regulated. I drink the water. Personally, the bottled water is not regulated the way our tap water is.

LEGISLATOR BYNOE: So you're drinking the discolored water?

MS. LAURAIN: I have. I drink my tap water. I know it's an aesthetic issue for people. I agree with them that they shouldn't have to have discolored water. I know the water district is installing an iron filtration system which should alleviate that.

LEGISLATOR BYNOE: That's a good point. I'm understanding that even for the water that's been provided to the community in Lakeview that they are waiting, I guess, an approval from the Department of Health so for a water filtration system that they are going to have.

MS. LAURAIN: The Department of Health I believe approved that system in January; I'd have to get -- I think you spoke to Mr. Irwin, who is

the Director of Environmental Health.

LEGISLATOR BYNOE: I believe I did. And I received an update from American Water as late as Friday saying that American Water was waiting for the Department of Health to make an approval and they were hopeful that it would arrive by April 15.

MS. LAURAIN: Let me just see if I have the email of when that was approved.

The construction of the additional filters in the Lakeview communities was approved by the Department of Health January 16, 2016.

LEGISLATOR BYNOE: Give me one second, if you wouldn't mind.

MS. LAURAIN: But I can certainly have you speak to Mr. Irwin again about that.

LEGISLATOR BYNOE: I think that would probably be best. I know it's not just the Lakeview community. While I'm advocating for Lakeview in particular, it is -- there are other areas that are actually affected by this. I think the real resolve is to replace the mains, from what I'm understanding.

MS. LAURAIN: Iron is naturally

occurring in the environment. I want to say it's probably ubiquitous in the environment. You see it more on the south shore because of the way Long Island is composed. You see it much more on the south shore than you do on the north shore.

LEGISLATOR BYNOE: And just for reference, so that when Mr. Irwin calls, it's Plant Number 2 and it's the potable iron removal treatment plant.

MS. LAURAIN: The potable water, it is called -

LEGISLATOR BYNOE: And it's awaiting approval. That's what's supposed to give some relief to those families.

MS. LAURAIN: Yes. It will filter it out. I know there are other water districts also installing.

I spoke to Mr. Irwin this morning about it, and he did tell me that it was approved on January 16. So I will speak to him again, tomorrow, and have him give you a call.

LEGISLATOR BYNOE: Okay. Thank you.

MS. LAURAIN: You're welcome.

CHAIRWOMAN WALKER: Any other

legislators?

(No verbal response.)

Any other public comment?

(No verbal response.)

I believe that was 110.

MS. LAURAIN: Yes, 110.

CHAIRWOMAN WALKER: Clerk Item 113-16.

MS. LAURAIN: Clerk Item 113-16 is a supplemental appropriation in the amount of $23,764 for the Adolescent Tobacco Use Prevention Act. This is New York State Department of Health grant funded. This is an additional COLA award. Total funding after this award is $320,068. This program allows us to conduct certification checks to tobacco retailers in the county and complies with the Tobacco 18 Law.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: I would just want to know what else is being done. I wouldn't want to have to do a research study, but it is clear that there is a growth in the percentage of young

1 people who are smoking cigarettes. I don't know
2 if just checking to see who is buying them at the
3 stores or 7-11 is enough. I'm just asking is
4 there something else tied to this program or is
5 this specifically for this particular aspect?
6 MS. LAURAIN: State grant funds only
7 allow us to do certain. Of course, when we go
8 out and do education, we are health care
9 providers so we discourage smoking among anybody.
10 We do have a 96 percent compliance rate. We
11 sting all the retailers in the county using 16,
12 17 year olds.
13 CHAIRWOMAN WALKER: Any other comments?
14 (No verbal response.)
15 Clerk Item 114-16.
16 MS. LAURAIN: Item 114-16 is a
17 supplemental appropriation in the amount of
18 $18,784. This is for our rabies programs. This
19 is New York State Department of Health funded,
20 and this objective, primary objective is to
21 prevent the spread of rabies in Nassau County.
22 CHAIRWOMAN WALKER: Any questions or
23 comments from the legislators?
24 (No verbal response.)
25

Any public comment?

(No verbal response.)

I just would like to take a minute and thank you for the information, notifying myself and Legislator Schaefer right away in regards to - I'm sure that many of you saw that there was a rabid raccoon in the Hicksville community.

MS. LAURAIN: I could add to that. Since that notification, I believe it was last month sometime, we have enhanced our surveillance in a radius of where that animal was found, and we probably submitted 40 specimens or so to New York State Department of Health, and thus far all have been negative. We're hoping that continues.

CHAIRWOMAN WALKER: Thank you.

Clerk Item 117-16.

MS. LAURAIN: Item 117-16 is a supplemental appropriation in the amount of $16,751. This is for the lead poisoning prevention grant. This is a COLA award. Total funding after this award is $215,176. This is grant funded through New York State Department of Health. It is to reduce the prevalence of blood lead levels in children.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 118-16.

MS. LAURAIN: Item 118-16 is a supplemental appropriation in the amount of $198,425. This is also for the childhood lead poisoning prevention grant, the one I just spoke about. This is grant funded through New York State Department of Health.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Hearing none, we'll vote on Clerk Items 104-16, 105-16, 106-16, 107-16, 109-16, 110-16, 113-16, 114-16, 117-16, and 118-16.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They move on to Finance.

Seeing no other business, can I have a motion to close?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR KENNEDY: Second.

CHAIRWOMAN WALKER: Motion by Legislator Schaefer, seconded by Legislator Kennedy.

All those in favor?

(Aye.)

The Veterans Committee is next.

(Whereupon, the Health and Social Services Committee adjourned at 3:32 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 26th day of April, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

PUBLIC SAFETY COMMITTEE

DENNIS DUNNE,
CHAIRMAN

1550 Franklin Avenue
Mineola, New York

April 11, 2016
3:03 p.m.

REGAL REPORTING SERVICES
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A P P E A R A N C E S:

DENNIS DUNNE
Chair

DONALD MACKENZIE
Vice-Chair

VINCENT MUSCARELLA

DENISE FORD

LAURA CURRAN
Ranking

KEVAN ABRAHAMS

SIELA A. BYNOE

MICHAEL C. PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

GREG MAY. 5

KAREN DOOLING 5

CHRIS MISTRON 7

BOB MCMANUS 10

CHAIRMAN DUNNE: Would the clerk call the role, please?

CLERK PULITZER: Thank you.

CHAIRMAN DUNNE: Thank you.

CLERK PULITZER: The Public Safety Committee.

Legislator Seila B. Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Ranking Member Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Vice Chairman Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Chairman Dennis Dunne?

CHAIRMAN DUNNE: Here.

CLERK PULITZER: We have a quorum.

CHAIRMAN DUNNE: Thank you.

The first item to come before this committee is Item 108-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Division of Forensic Services.

Motion from Vincent Muscarella, seconded by Denise Ford.

Mr. May is here.

MR. MAY: How are you? Again. Again. I came back for more, both today and globally, I guess.

We have Ms. Karen Dooling to speak on this item.

CHAIRMAN DUNNE: Thank you very much. Just a thumb nail sketch of what this is about.

MS. DOOLING: Sure. This is a $7,000 no-match grant from the Division of Criminal Justice Services. It will be used for the crime lab, for the chemistry department to expand their services and the ability to test more drugs. It

will be for supplies and overtime for chemists.

CHAIRMAN DUNNE: When you say no match, it means it's coming from where?

MS. DOOLING: New York State, Division of Criminal Justice.

CHAIRMAN DUNNE: It's pass-through money then.

MS. DOOLING: Yep.

CHAIRMAN DUNNE: Okay. Any questions from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next item to come before us - there are two items coming.

111-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

In addition, 115-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

And we have?

MR. MISTRON: Christopher Mistron, Stop DWI Coordinator, Nassau County.

For Number 111 -

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Don MacKenzie.

Chris, it's all yours.

MR. MISTRON: Number 111 is a grant. It's a pass-through grant that comes from the governor of Traffic Safety Committee to the New York State Stop DWI Coordinator's Association. It's called the DWI Foundation Grant. It's for special holiday enforcement that is for all the departments within Nassau County. Specifically, we've geared for July 4, Labor Day, Memorial Day, and some of the departments also do some of the smaller ones like St. Patrick's Day, which is not a smaller one. These are just special holiday details for holidays.

CHAIRMAN DUNNE: Legislator Ford has a

comment. I thought you wanted to comment on it.

LEGISLATOR FORD: As always, I thank you very much. Honestly, Chris, thank you very much. I know that these programs are very, very important. All too often we're still reading about people who are dying because of drunk driving. I think we had a senior couple, I guess, further east, where somebody was drinking, hit a car, and they got hit. So any effort that can be made.

I thank the officers that do stands out in all kinds of weather, regardless, stopping a lot of people and just trying to check to make sure that they are not impaired while they're driving.

Thank you.

CHAIRMAN DUNNE: Any other comments from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor of 111 indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously and goes on to Finance.

115.

MR. MISTRON: 115 is for the regular - I'm sorry. Was there a motion on that one?

CHAIRMAN DUNNE: It's already been motioned.

MR. MISTRON: 115 is for the Stop DWI program itself. It's a continuous grant program of sorts from year to year. It's fully funded from the fine monies collected for those convicted of DWI. It has several components to it the way in which it is outlined. The major one is for enforcement purposes. Second, monies are provided to the district attorneys for the prosecution of DWI specific cases. Third, we have monies that are provided to the probation department for purposes of monitoring those that are convicted of DWI. We also have a component within the program that provides money to drug and alcohol for working on rehabilitation programs with individuals that have been

convicted, as well as administrative education programs that go into everything from the schools into the community as well as the administration of the program.

CHAIRMAN DUNNE: Any questions from any legislator?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The last item for today is Item 112-16, an ordinance supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

Mr. McManus.

MR. MCMANUS: Thank you. Bob McManus, District Attorney's Office.

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Vincent Muscarella.

My apologies. Go ahead.

MR. MCMANUS: The Nassau County District Attorney's Office has been nominated by the American Society for the Prevention of Cruelty to Animals, the ASPCA, to be a recipient of the fifth annual ASPCA Scholarship Fund Grant Award.

This grant award will enable one of our special investigators, someone who is assigned to animal cruelty cases when they do come up, to attend the animal care expo in Las Vegas from May 11 through May 14 of this year, to join more than 2,000 animal care experts and law enforcement professionals from around the globe to learn new skills and strategies to combat animal abuse and cruelty and to investigate crimes related to that issue.

CHAIRMAN DUNNE: There is no excuse to cruelty to animals or cruelty to anything or anybody.

Any questions from any of the legislators? Yes. Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairman Dunne.

One quick question. Does this cover all

the costs associated with the travel?

MR. MCMANUS: It covers the hotel and the airfare. I think it depends on the individual. It's supposed to cover meals, airfare, and hotels. If the individual wants to buy souvenirs or that kind of thing -- let's put it this way. I'm sure the investigator is going to have to spend some of her own money. I think she's very proud to be a part of this meeting.

LEGISLATOR BYNOE: Okay. Thank you.

CHAIRMAN DUNNE: Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

That concludes our committee.

I have a motion from Legislator Curran to adjourn, seconded by Legislator Ford.

All in favor of adjourning?

(Aye.)

Any against?

(No verbal response.)

We are adjourned. Health is next.

(Whereupon, the Public Safety Committee adjourned at 3:10 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 26th day of April, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

RULES COMMITTEE

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

April 11, 2016
1:13 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

MICHAEL C. PULITZER, Clerk of the Legislature

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2 CHAIRWOMAN GONSLAVES: At this time the
3 Rules Committee will meet and discuss the various
4 contracts that come before it. After the
5 contracts, we take a recess and come back after
6 the committees have had an opportunity to meet
7 and discuss their agendas.
8 Mr. Clerk, would you please call the role
9 for the Rules Committee.
10 CLERK PULITZER: Thank you, Presiding
11 Officer.
12 Deputy Presiding Officer Richard J.
13 Nicolello?
14 LEGISLATOR NICOLELLO: Here.
15 CLERK PULITZER: Alternate Deputy
16 Presiding Officer Howard J. Kopel?
17 LEGISLATOR KOPEL: Here.
18 CLERK PULITZER: Legislator Seila A.
19 Bynoe?
20 (No verbal response.)
21 Legislador Carrie Solages?
22 Thank you.
23 CHAIRWOMAN GONSALVES: No, no. We're

only doing the Rules Committee, Mr. Clerk. Just the Rules Committee.

CLERK PULITZER: No problem. Sorry.

CHAIRWOMAN GONSALVES: No problem.

CLERK PULITZER: So let me start again then.

CHAIRWOMAN GONSALVES: No problem.

CLERK PULITZER: Legislator Carrie Solages?

(No verbal response.)

Legislator Judy Jacobs?

LEGISLATOR JACOBS: Here.

CLERK PULITZER: Legislator Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Dennis Dunne?

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Vice Chairman Richard Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK PULITZER: Chairwoman Norma Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK PULITZER: Ranking Minority Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Thank you. We have a quorum.

CHAIRWOMAN GONSALVES: We have a quorum. We will begin with the contracts, as specified. Before we go to all of the other contracts, I have three contracts that I'm going to call and ask for a motion to table.

Contract E-63, Contract E-64, and Contract E-66; motion, please?

LEGISLATOR ABRAHAMS: Before we take that motion, Madam Presiding Officer, may I have an opportunity? Just an opportunity to speak on the contracts that are before us.

CHAIRWOMAN GONSALVES: Go ahead. Be my guest.

LEGISLATOR ABRAHAMS: I understand that we're taking a motion to table. I just want to inquire on the majority side, is this a question to table? What we noticed was missing from these contracts was the political contribution disclosure form; is that the same reason that

you're?

CHAIRWOMAN GONSALVES: Yes, it is.

LEGISLATOR ABRAHAMS: Okay. Just wanted to confirm that.

CHAIRWOMAN GONSALVES: Okay.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: You're welcome.

The motion - who made the motion for E-63, E-64, and E-66?

LEGISLATOR NICOLELLO: So moved.

CHAIRWOMAN GONSALVES: Deputy Presiding Officer Nicolello. Seconded by?

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Seconded by Legislator Dunne.

At this time I'm going to ask for a motion to table.

LEGISLATOR KOPEL: So moved.

CHAIRWOMAN GONSALVES: Moved by Alternate Deputy Officer Legislator Kopel, made the motion to table.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Seconded by Mr. Legislator Nicolello.

All those in favor of tabling E-63, E-64 and E-66 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

You got it? 63, 64, and 66. Was there a - was that a unanimous vote to table these items? Okay. Thank you very much.

Let's proceed to the regular agenda on the contracts. The first one is A-11, a resolution authorizing the director of Nassau County Office of Purchasing to award and execute a contract between the County of Nassau acting on behalf of Nassau County Correctional Center and H. Schrier & Co., Inc.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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

And who do we have here to speak on this item?

MR. MAY: I'm going to handle it for the correction's office today, Madam Presiding

Officer.

CHAIRWOMAN GONSALVES: Go ahead.

MR. MAY: This is the groceries purchasing contract for 114 grocery items for the jail. It's for a mix of foods for the inmates as well as for the officers.

CHAIRWOMAN GONSALVES: Any questions of Mr. May?

(No verbal response.)

There being none; all those in favor of A-11 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

CHAIRWOMAN GONSALVES: The item - any abstentions?

(Abstain.)

Three. There are four in favor, zero again, and three abstentions. The item passes.

Item B-5, 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 Eldor Traffic Signal Contracting Corp.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

MR. MAY: I don't see anybody here from DPW yet. Can we come back to this at the end of the contracts?

CHAIRWOMAN GONSALVES: I guess. I guess I'm going to have to table it.

MR. MAY: Or table it.

CHAIRWOMAN GONSALVES: Huh?

MR. MAY: Or you could table it.

CHAIRWOMAN GONSALVES: I would have to table it.

MR. MAY: Okay.

CHAIRWOMAN GONSALVES: Motion to table Item B-5?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

All those in favor of tabling it signify by saying aye.

(Aye.)

Any opposed to tabling?

(No verbal response.)

Any abstentions to tabling?

(No verbal response.)

It's tabled until we get somebody here.

The next item is E-65, 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 Corrections and the Diocese of Rockville Centre.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

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

Are you here to speak on this item?

MR. MAY: I am. This is the chaplaincy services for the jail. This is obviously with the Diocese of Rockville Centre; therefore, it is the Catholic Chaplaincy services.

CHAIRWOMAN GONSALVES: Any questions of Mr. May on this item?

(No verbal response.)

There being none; all those in favor of E-65 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

Is it unanimous?

VOICES: Yes.

CHAIRWOMAN GONSALVES: Okay.

The next item is Contract E-67, 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 Human Services Offices of Mental Health, Chemical Dependency, and Developmental Disability Services and Tomas Klimas-Mikalauskas.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

MR. MAY: I see behind me Commissioner Lisa Murphy and Mr. Brian Hall from Human Services.

CHAIRWOMAN GONSALVES: Okay. Talk to us, Commissioner.

COMMISSIONER MURPHY: Hello. This is a personal services contract for a gentleman that we have in the Department of Human Services who is an attorney who is service as our AOT, that's Kendra's Law, clerk. He appears in Supreme Court once a week and also takes care of all of the paperwork concerning those people who are deemed to be a threat to themselves or others in our community, to make sure that they get the appropriate psychological services.

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Yes. Minority Leader.

LEGISLATOR ABRAHAMS: Yes. Thank you. How are you, Ms. Murphy?

COMMISSIONER MURPHY: Very good.

Yourself?

LEGISLATOR ABRAHAMS: I don't have any direct questions in regard to your contract. As you well know, we have been pushing for reforms in the contract process. Though our votes of abstention are not indicative of any of the future work that any of the vendors would provide, we continue to abstain.

One of the things that I wanted to note for the record and for your purposes as well as anyone else that comes before us for a contract today, on April 1, a couple of days ago, the NIFA board recently passed a resolution recognizing that the Nassau County contracting process has come under increased scrutiny and criticism and had passed a resolution for particular improvements and reforms in this particular contract process in this county. The resolution goes on to explain that the authorities view improvements to the county's contracting process have been slow and largely ineffective. They expressively have warned that NIFA will no longer tolerate delays in improving the contracting process that universally is accepted and

1 necessary and will use all resources at its
2 disposal and is consistent with its mission to
3 improve the county's financial position.
4 I bring that up because, again, though I
5 think this particular vendor could be very
6 valuable to the county, this has not gone through
7 the proper procurement contract reform that we
8 have been seeking, and now the independent
9 financial arm of the county seeks and believes
10 that is necessary as well.
11 So we are going to continue to vote
12 abstention, but I do not want you to think that
13 is any indicative of your presentation today or
14 anything that this particular vendor represents.
15 COMMISSIONER MURPHY: I understand. I
16 appreciate your comments. At the time that we
17 procured this person for our contract, we did, in
18 fact, at that time, run those ads that were
19 appropriate under those procurement processes, in
20 monster.com, and in other publications. And he
21 was the most qualified person, having had some
22 experience with AOT in the past. We deemed that
23 it was important and also mandated, under
24 Kendra's Law, that we have somebody in the courts
25

to represent the county, and that it would have been a greater liability had we not had someone in place at that time, and this is why we proceeded in hiring him at this time through this contract.

LEGISLATOR ABRAHAMS: I don't disagree with anything you just said. I truly believe in keeping with the mandate, as well as keeping with the law. It's instrumental. That's why we truly believe that the reforms that not only we have been pushing but NIFA has passed in a resolution on April 1 are necessary to be incorporated in the process so that we these contracts have the proper, gain the proper --

COMMISSIONER MURPHY: Vetting process.

LEGISLATOR ABRAHAMS: Yes.

COMMISSIONER MURPHY: I do understand. And going forward we will be sure to make sure that that does happen.

LEGISLATOR ABRAHAMS: Thank you, Ms. Murphy.

COMMISSIONER MURPHY: Thank you.

CHAIRWOMAN GONSALVES: I would like to add on the record that there was a political

campaign contribution disclosure form signed with the answer no on the 28th of March.

COMMISSIONER MURPHY: That is true.

CHAIRWOMAN GONSALVES: I have it here before me. I will make it part of the record, that they did sign the political campaign contribution disclosure form.

COMMISSIONER MURPHY: Thank you.

CHAIRWOMAN GONSALVES: Okay. Any other comments?

(No verbal response.)

There being none; all those in favor of E-67 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three. The item passes.

CHAIRWOMAN GONSALVES: Thank you.

COMMISSIONER MURPHY: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Commissioner.

The next item is E-68, a resolution

authorizing the county executive to execute an agreement between the County of Nassau, acting on behalf of the Office of Management and Budget and Legal Aid Society of Nassau County.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Okay. And who do we have?

MR. MAY: We have Ms. Lisa Locurto from the county attorney's office.

Just a brief programming note. The DPW contract, we have Mr. Jeff Lindgren here so any time you would like to take it up off the table to reconsider it, we can manage that.

CHAIRWOMAN GONSALVES: Right now we have E-68 before us. And you're here to speak about E-68, correct?

MS. LOCURTO: Yes, Legislator. Thank you.

This is an agreement between the County and the Legal Aid Society. In fact, as a

requirement of County Law 722 the County is required to provide legal services for the indigent or those individuals who are unable to pay for such legal services.

The reimbursement the county applied for and received a grant. We will be 100 percent reimbursed for the program that is going to be run by the Legal Aid.

If you have any further questions, I'd be happy to answer any.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Ms. Locurto, just a question in regards to the Legal Aid. This contract, is it handled like a sole source or are there other entities that can provide this service to the county?

MS. LOCURTO: The County Law specifically provides that the county must provide the service either by paying for itself or the law provides it can be provided by a bar association or another entity of sufficient size to meet that requirement. The county, since the inception of the law going back over 20, 25-plus

years has always contracted with the Nassau County Bar Association, and we've also contracted with the Legal Aid Society; that is because there can be instances where there are conflicts of interest. We've complied with the law by providing that the Bar Association plus another entity of sufficient size that can be there should there be conflicts of interest.

LEGISLATOR ABRAHAMS: I guess my question is --

MS. LOCURTO: I guess - I'm sorry to cut you off.

LEGISLATOR ABRAHAMS: That's alright.

MS. LOCURTO: You're saying is it a sole source. Well, the law dictates what the entities that can be provided, there are only limited entities by statute - it's either bar association or an entity such as the Legal Aid Society - so to an extent it is kind of a sole source.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Any other questions from the legislators?

(No verbal response.)

There being none; all those in favor of

E-68 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

It's unanimous.

MS. LOCURTO: Thank you.

CHAIRWOMAN GONSALVES: Thank you very much.

The next item is E-69, 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 The Leadership Training Institute, Inc.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

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

Who do we have here to speak on this item?

MR. MAY: Mr. Ed Shank from the

Probation Department is right here.

MR. SHANK: Good afternoon. This contract is for the educational services of juveniles at the juvenile detention center. The services to be provided are ongoing educational services at the center, five days a week, Monday thru Friday. The vendor will assess each child's basic educational skills in reading, writing, and arithmetic and provide guidance and awareness of further educational and occupational opportunities.

CHAIRWOMAN GONSALVES: Any questions from the legislators?

(No verbal response.)

I see you, Ms. Mereday. Ms. Mereday. Three minutes.

MS. MEREDAY: Metta J. Mereday, Baldwin.

I circled this one, in terms of reading the synopsis on this. I had questions with regard to the aspects of the training, and now that I know, with more information, that it's focusing on the juvenile detention center, I'm even more concerned about what are the aspects of

this training, does it include any cultural awareness, sensitivity dynamics, and family orientation. Again, I don't know anything about this organization. I'm hoping that since all of you are making the decision about this organization and their interaction with our troubled young people that you might have an idea of who the principles are of this company, what is their background, what is the makeup? Is it diverse? Is it inclusive? That sort of thing. And I was less than three minutes.

CHAIRWOMAN GONSALVES: Thank you very much. We appreciate it.

Is there anything that you would like to add?

MR. SHANK: It is a not-for-profit agency in Nassau County. It has dealt with the youth for many years. It has had such things as foster care services and non-secured detention facilities in the past as well.

The agency is -- this is a mandated services and the state regulations mandate exactly what they're supposed to be doing. This is strictly for the educational services as a

child would have if they were in a public school.

CHAIRWOMAN GONSALVES: Thank you very much.

MS. MEREDAY: Can I finish? I'm still within my three minutes.

CHAIRWOMAN GONSALVES: Ms. Mereday, is this going to be a back-and-forth? It really is not the -- I can't give you the answers to the questions that you are asking.

MS. MEREDAY: But I do have a right to put it on public record, if I have concerns as a taxpayer.

CHAIRWOMAN GONSALVES: You may put it on public record. Let's not take advantage.

MS. MEREDAY: Thank you very much, Presiding Officer. I would like to ask again, in terms of getting more detail before anything pops up in *Newsday*. Again, my focus, because we're talking about our impressionable young people. And as the gentleman ascertained, if they were not in trouble or in some kind of incident, they would already be in public school, and we're paying high enough taxes for our school districts. So I am still concerned about what

type of organization is working with these young people? What is their success rate? The mandates, law, all of that, I got it. But I'm talking about what is their success rate? What is the graduation rate of the students that are participating in this program? What is the job placement rate? That is what I want to know. And I would like to think that you would want to know that since you are representing our interests.

CHAIRWOMAN GONSALVES: Okay. Would you like to add anything to your comments, sir?

MR. SHANK: The juveniles that are in the center are short-term; they are not there for perhaps a whole semester. These are juveniles placed by the court pending disposition of cases.

The department has had, for the last several years, an effort to keep children out of the juvenile detention center. And, in fact, the next item up is one of those agreements that do provide some of those other services.

CHAIRWOMAN GONSALVES: Thank you very much.

All those in favor of E-69 signify by

saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The item passes four-zero-three.

I'm going to go back to the item that we tabled earlier, which is B-5, if I'm correct.

Motion to un-table B-5?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

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

All those in favor of un-tabling B-5 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is un-tabled.

Who do we have, Mr. May?

MR. MAY: We have Mr. Jeff Lindgren from DPW.

MR. LINDGREN: Good afternoon. Please excuse my tardiness.

This contract is between Nassau County and Eldor Electrical Contract. It's to rebuild traffic signals along Roslyn Road. We will also be upgrading the size of the signal heads, the pedestrian facilities, and the communications back to the traffic management center in Westbury. It's approximately $3.9 million with an 80 percent federal subsidy.

CHAIRWOMAN GONSALVES: Legislator Jacobs.

LEGISLATOR JACOBS: Mr. Lindgren, a question. You said Roslyn Road. I believe it reads it's Middle Neck Road.

MR. LINDGREN: I apologize. That's another one, yes. My apologies. That's Middle Neck Road and Lakeville Road; you're correct.

LEGISLATOR JACOBS: I just wanted to verified for the record.

CHAIRWOMAN GONSALVES: Any other questions or comments from the legislators?

(No verbal response.)

There being none; all those in favor of

B-5 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item - any abstentions?

(Abstain.)

Four-zero-three.

Now we'll go back to the next item, which is E-70, 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 Family and Children's Association, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Yes, sir.

MR. SHANK: Ed Shank, Nassau County Probation Department.

This agreement is funding comprehensive and coordinated services, including evidenced-

based family intervention and respite housing for youths in lieu of detention in the juvenile detention center. It provides for counseling and community-based supervision services including, but not limited to: counseling, case management, family support and crisis intervention for youths and their families with an emphasis on the Hempstead and Uniondale communities.

CHAIRWOMAN GONSALVES: Any questions or comments from the legislators?

(No verbal response.)

There being none; all those in favor of E-70 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three.

Thank you, Mr. Shank.

MR. SHANK: Thank you.

CHAIRWOMAN GONSALVES: The next item is E-71, 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 County Department Information Technology, and Quest Computer Products, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

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

Mr. May, who do we have?

MR. MAY: We have Mr. David Rich from TPVA.

MR. RICH: Good afternoon. David Rich, Assistant Executive Director of Nassau County Traffic and Parking Violations Agency.

The amendment before you is to keep ongoing maintenance for our current information technology solution. The application was installed back in 1995, so in order to keep the application up and running, we need the maintenance.

CHAIRWOMAN GONSALVES: Any questions or comments from the legislators?

(No verbal response.)

There being none; all those in favor of E-71 signify by saying aye.

(Aye.)

Any abstentions?

(No verbal response.)

Any nays?

(No verbal response.)

VOICES: Abstain.

CHAIRWOMAN GONSALVES: I just said any abstentions.

Four-zero-three.

Thank you.

I am going to block a group of contracts because of the same service that's being provided, and they are: E-72, E-73, E-74, E-75, E-78, E-79, and E-80.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

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

Anyone here to speak on these items? Mr. Rich, are you going to speak on these items? They all have to do with TPVA.

MR. RICH: Yes. Dave Rich, Nassau County Traffic and Parking Violations Agency.

The seven contracts that are in front of you for one annual contract for our judicial hearing services for our judicial hearing officers.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I know some of the names on here are very well established individuals - attorneys, judges, etcetera - and I have no issue with them being administrative review officers or judicial hearing officers. Just a basic question. Is there any sort of evaluation process that they go through after they've been serving for a while? Do you go back and see what the comments were from the litigants or anything like that?

MR. RICH: No. No.

LEGISLATOR NICOLELLO: I guess if you're not receiving anything negative then they continue on?

MR. RICH: Any negative complaints would be filed with the district court - I forget the

title. It used to be Judge Marano, it would be filed with him, any complaints. It would be over and above our agency.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

There being none; all those in favor of the various personal agreements - E-72, 73, 74, 75, 78, 79, and 80 - the first 72, dealing with Daniel Carter; 73, Stephanie Kaurman; 74, John O'Shea; 75, James Tini; 78, Kenneth Diamond; 79, Joseph Calabrese; 80, Alan S. Mathers - all those in favor of those items that were just called signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

Okay.

We're going back to E-76, a resolution authorizing the county executive to execute a personal services agreement between the County of

Nassau on behalf of the Board of Elections and All American Van Lines.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

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

Mr. May, who do we have?

MR. MAY: I don't see anybody from the Board of Elections here, so I'm just going to take a stab at this one.

CHAIRWOMAN GONSALVES: Okay.

MR. MAY: This is a contract for the trucking services for the voting machines and election materials for the 2016 election.

CHAIRWOMAN GONSALVES: I don't know if you're going to be able to answer any questions, but I'm going to ask are there any questions?

LEGISLATOR ABRAHAMS: We don't have any questions. Actually, I wanted to say welcome back, Mr. May.

MR. MAY: Thank you very much.

LEGISLATOR ABRAHAMS: I know you're here for a brief time.

MR. MAY: I appreciate it.

LEGISLATOR ABRAHAMS: I just want to - I remember a contract - oh, Mr. Nedelka is here. I was going to say I do remember a contract like this a couple of weeks ago.

MR. NEDELKA: Right. We have three contracts for truckers for the transporting of election equipment from the Board of Elections to the various poll sites around the county. Two weeks ago we had one, that was some information that needed to be attached, so we have one that's on the table for today. This one, All American, is the third of those contracts, they have the bulk of the routes for the county.

We've been using All American for several years. We're absolutely ecstatic with their service. They always come in with a good, reasonable price, and the county gets a good bang for the buck with the service.

The Board of Elections controls the entire process, from concept to contract, with the truckers. Everything is done in a bipartisan manner. The bid specs are put together using the forms the county has for consistency, but when

the bids come in they are locked up in a dual-locked cabinet so neither one side or the other can get at the material without the other side being present. So everything here is above board, completely transparent. As a result of doing that, we were able to add a new vendor this year through some competitive bidding.

LEGISLATOR ABRAHAMS: I have a question.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Mr. Nedelka, when you came and gave a presentation a couple of weeks back, I believe that item was tabled.

MR. NEDELKA: One of them was sir, yes. What happened was originally we sent the documents through, and two of the documents came back looking for additional information. Actually, those two we got. The one that was tabled had not been sent back for the information. We thought it wasn't required but it turned out that that one slipped through the cracks when it came back from one of the other agencies. So we cured that problem by getting that document modified, and that's the one that's

going to come off the table earlier - that's Nuzzi Brothers. All American is a new ad.

LEGISLATOR ABRAHAMS: Gotcha. And this is for the primary next Tuesday.

MR. NEDELKA: Right. Starts with the primary April 19. It will cover the June 28 federal primary, the September 13 state and local primary, the general election, and then we have, built into this, as we have for the last few years, two one-year additional extensions, which we will opt on unless we feel we can get a better price by rebidding earlier.

LEGISLATOR ABRAHAMS: Okay. And this process, I know you said it but I just want to make sure I hear you right. This process was handled by the Nassau County Board of Elections.

MR. NEDELKA: Right. Everything is cleared through both the democratic and republican commissioners, up to and including the sign off on the awards after they've been analyzed.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments from the legislators?

(No verbal response.)

There being none; all those in favor of E-76 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes.

Any abstentions?

(No verbal response.)

The item passes seven to zero.

Moving along.

E-82, a resolution authorizing the county executive to execute a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Traffic and Parking Violations Agency and Top Key Court Reporting, Inc.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

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

Who do we have here?

MR. RICH: Dave Rich, Nassau County Traffic and Parking Violations Agency, Assistant

Executive Director.

This contract is a three year contract for stenographer services for our hearings and trials.

CHAIRWOMAN GONSALVES: Any comments or questions for Mr. Rich?

(No verbal response.)

There being none; all those in favor of E-82 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three.

The next item is E-83, 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 Family and Children Association Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

MR. SHANK: Ed Shank, Nassau County Probation Department.

This contract is also with the Family and Children's Association. It is also for juvenile supervision and treatment services for juveniles. It does provide for community-based supervision, including, but not limited to: counseling, case management, family and support, crisis intervention for youth and their families with an emphasis, again, on the Hempstead and Uniondale communities. This is for a different period than the previous one that was voted on earlier.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Shank?

(No verbal response.)

There being none; all those in favor of E-83 signify by saying aye.

(Aye.)

Legislator Solages.

LEGISLATOR SOLAGES: Thank you very much, Presiding Officer.

Good afternoon.

MR. SHANK: Good afternoon.

LEGISLATOR SOLAGES: Let me just be clear here. The period for which this contract provides for, has that period of time passed already?

MR. SHANK: Yes, it has. The appropriation for the grant wasn't done until December of last year, that's why this is being done at this time. The paperwork for the -- this one is entirely funded by the State Office of Children and Family Services, and the grant funding was only adopted by the legislature in December of 2015, so I could not put this through until that was done.

LEGISLATOR NICOLELLO: The State Legislature?

MR. SHANK: No. The County Legislature, appropriating the funds as a supplemental. It was Item 519-15 on the December 21 calendar.

LEGISLATOR SOLAGES: Were there issues during the contracting process? I'm trying to understand. This is an ongoing service.

MR. SHANK: It is an ongoing service.

This was originally a bifurcated contract with the county portion provided by human services in the past. The probation had picked up with the state funding subsequent to that. The one that was voted on earlier, all of the funding was in the same agreement.

LEGISLATOR SOLAGES: Okay. Thank you very much.

CHAIRWOMAN GONSALVES: And now for the vote on E-83.

All those in favor of E-83 signify by saying aye.

(Aye.)

Any against?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three.

MR. SHANK: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr. Shank.

E-84, 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 Police Department and Motorola Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

I see we have Lieutenant behind you.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff. I have with me Deputy Inspector Robert Torres from our support services sections.

CHAIRWOMAN GONSALVES: Welcome. What are you going to tell us about this one?

E-84-16 is a contract amendment to move a radio tower for the Eighth Precinct community center, which is the second precinct south. We're going to build a new building for the Eighth Precinct community center, and it requires moving the radio tower to accommodate the building.

To give you a history. Back in 2004, we had a decision to change our radio system. We

had a 1982 radio system that was UHF frequency, and we were given, from the FCC, a 500 megahertz band to operate on. So we upgraded our radio system from the UHF to the 500 megahertz band. Because at the time with the UHF we were also sharing the UHF with New Jersey so it made it difficult to expand, we had limited resources on that system, and it was basically an outdated system.

Back in July of '04 we put an RFP out for the new radio system. We asked for proposals to design, install, and implement a new public safety land radio mobile system on the police department's recently acquired 500 megahertz frequency that would guarantee 97 percent portable radio on-street coverage and 95 percent in-building coverage, along with inter-operability with local villages and city police agencies and Nassau County's DPW system, including 71 fire districts.

Proposals were received from two nationally recognized firms in the business - Motorola and M/A Com, were the two companies that submitted proposals. There was a cost evaluation

and technical evaluation team that was put together. The two teams were made up of different members operating independently of each other. The teams included members of the Nassau County Police Department, the County Department of Public Works, the Police Benevolent Association, and village police departments.

After an exhausting five month process, which included oral presentations and written clarifications from both vendors, the cost evaluation team and technical evaluation team submitted final reports to the contract selection committee, which also included representatives of the County Police Department, the County Department of Public Works, and the Police Benevolent Association.

By unanimous vote, Motorola was chosen to implement this new radio system that we currently have in place today.

The item before you is a CA to move, like I said, the existing radio tower, which is a radio and data tower - it transmits data to the MDTs and it also transmits radio systems to the police radio units in the police cars - to a new

location to accommodate the new building, the new construction. This will include a new tower, which will be 25 feet higher than the current tower, which will be able to accommodate future expansion of the new system as new technology comes out. We will also be including a temporary housing of the equipment in a shelter while the building is going on so we will have full functionality of our radio system and our data MDT system. Once the building is fully built and the room is prepared for the new radio equipment, this contract amendment will also include moving the equipment from the temporary shelter over to the new building for a permanent hookup.

There will be no diminished coverage before, during, or after the building is complete. This new tower and the new equipment, at a cost of $636,158 will be from the capital plan.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: The location of the temporary shelter is where? Do you have a location for that?

MR. TORRES: Next to the new tower. The

new tower is going to go up.

LEGISLATOR DUNNE: Same site?

MR. TORRES: Same site, yes. Right next to the new tower. It's just temporary until the building is complete, and then we can move it into the permanent structure.

LEGISLATOR DUNNE: What part has OEM played in this?

MR. TORRES: OEM wasn't a component of this. It's physically just the current tower is in the footprint of the new building, so we just physically had to move the tower out of the way. The tower is actually moving about 75 to 80 feet.

LEGISLATOR DUNNE: That's all this is, just moving the tower and putting a new tower in.

MR. TORRES: Yes.

LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments? Legislator Jacobs.

LEGISLATOR JACOBS: Yes. Could I just ask you one question? I know, because we have a large tower at the Second Precinct but it's not near any residences. When this new construction is finished and the tower is permanently placed

near it, you said there's a difference of maybe 75 feet to where it is now. Does that bring it closer to the residences that are there?

MR. TORRES: It actually brings it further away. Right now the current tower is on the north side of the site.

LEGISLATOR JACOBS: Right.

MR. TORRES: It's actually going to come more toward the center of the site. It's actually going to come away from it.

LEGISLATOR JACOBS: Okay. Thank you.

CHAIRWOMAN GONSALVES: There being no other questions or comments; all those in favor of E-84 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The item passes four-zero-three.

Thank you very much.

LIEUTENANT STEPHANOFF: Thank you.

MR. TORRES: Thank you.

CHAIRWOMAN GONSALVES: The next item is

E-86, 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 Precise Court Reporting Services.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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

And we have?

MR. MCMANUS: Bob McManus, District Attorney's Office.

CHAIRWOMAN GONSALVES: Welcome.

MR. MCMANUS: Good afternoon. The District Attorney's Office is required by law to provide transcripts of our grand jury proceedings to defendants and their counsel upon request. This is an extension of an existing agreement that was the result of a formal RFP and competitive bidding process. This vendor was selected during that process, and we wish to

continue the agreement because the vendor's performance has been very satisfactory.

CHAIRWOMAN GONSALVES: Any questions of Mr. McManus?

(No verbal response.)

There being none; all those in favor of E-86 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

It passes unanimously.

Thank you very much, Mr. McManus.

The next item is E-87, a resolution affirming to a special counsel contract entering into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

Motion, please?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

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

Mr. Locurto.

MS. LOCURTO: Good afternoon, Presiding Officer and legislators. This is a contract for legal services. It was the result of a request for proposals to provide legal services to represent the county before the New York State Worker's Compensation Board. As stated, they will represent the county at the board. They will provide legal counsel and advice.

This particular firm was selected in the RFP process because they provided the lowest bid and also because of the quality of their service and their extensive experience and knowledge specifically in worker's compensation claims and defenses for other municipalities.

CHAIRWOMAN GONSALVES: Any questions or comments for Ms. Locurto?

(No verbal response.)

There being none; all those in favor of E-87 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(No verbal response

I'm going to assume it's seven nothing. It's unanimous. I didn't hear anything. It's four-zero-three. Just four-three, period.

The next one is E-88, a resolution authorizing the county executive to execute a personal services agreement between the County of Nassau, acting on behalf of the Medical Examiner, and Dr. Peter Farmer.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

And we have?

MR. TEMPESTA: Good afternoon, Madam Presiding Officer, Legislators. Kim Tempesta, Medical Examiner's Office. The item before you is for us to renew our contract for a forensic - neuro-forensic psychologist. We vitally depend on his services in helping to determine cause and manner of death. This is actually going into the third year renewal on a five-year contract.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: So, does the county not employ dedicated pathologists who do this kind of function? Do we not have anyone in-house or is there just not enough demand for it, or what?

MS. TEMPESTA: This is actually a sub-sub specialty in pathology, in the field of pathology. This is Manor from Heaven. Dr. Farmer is Manor for Heaven for us. He's rare. We are very lucky to have him in our catchment area. He lives just miles from our agency.

LEGISLATOR KOPEL: He's a neuro-pathologist, is that what it is? And how often is there call for that?

MS. TEMPESTA: Regularly. Actually, all the babies that present to us get the full workup, including a neuropathologist workup.

LEGISLATOR KOPEL: Are you looking for shaken baby or that sort of thing?

MS. TEMPESTA: He's there to investigate any of the natural diseases of the brain - cancer, Alzheimer's, stroke victims.

LEGISLATOR KOPEL: So there's a fairly

heavy demand.

MS. TEMPSESTA: Yes.

LEGISLATOR KOPEL: And what you're saying is there are no people available for full time.

MS. TEMPESTA: That is correct. He's been with us for 35 years. We have reached out - if there is anyone willing to do this, and there really is no one willing to do this. We are very fearful of what's going to happen when this man decides to retire.

LEGISLATOR KOPEL: Okay. Let's make sure he doesn't, I guess. Okay.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: I'm sorry. I didn't catch your name.

MS. TEMPESTA: Kim Tempesta, Deputy Medical Examiner from Administration.

LEGISLATOR ABRAHAMS: Good. I'm reading from your memo that you sent to, I guess it was Deputy County Attorney Mary Norey (phonetic).

MS. TEMPESTA: Yes.

LEGISLATOR ABRAHAMS: Where you had

1 specified that - the same that you had specified
2 on the record - that Dr. Farmer's credentials and
3 obviously this being something about as close as
4 you're going to get to a sole source just because
5 of his expertise and his abilities and his
6 willingness. We just wanted to confirm, you
7 know, within the catchment area, you don't see
8 any other.
9 MS. TEMPESTA: Absolutely not.
10 LEGISLATOR ABRAHAMS: Okay. All right.
11 Thank you very much, Ms. Tempsta.
12 MS. TEMPESTA: Tempest, with an A.
13 Tempesta.
14 LEGISLATOR ABRAHAMS: Thank you.
15 CHAIRWOMAN GONSALVES: There being no
16 other comments; all those in favor of E-88
17 signify by saying aye.
18 (Aye.)
19 Any opposed?
20 (No verbal response.)
21 Any abstentions?
22 (No verbal response.)
23 It's seven-nothing. It's unanimous.
24 Thank you very much.
25

Thank you, Ms. Tempesta.

The next item is E-89, 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 Medical Examiner and Robert Wass.

And you're back again.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Ms. Tempesta.

MS. TEMPESTA: Once again, we do have need for the sub-sub specialty. Mr. Wass brings to us a level of expertise that's very rare and very uncommon. We've reached out within our regional partners to see if there is anyone like him. As it turns out, Suffolk County ME's office does use him when need arises. And we have had a need to use him in the past, three times since we actually entered into a contract with him.

This is just for renewal off of his contract. He is there to investigate all sorts of casualties involving marine, pool, or electrical failures. So, once again, we are here before you to seek approval to renew his contract.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Thank you. Thank you, Madam Presiding Officer.

Just again, I just want to cover through the skill sets here again.

Is this very similar to Dr. Farmer, where you see this as a sole source contract because of the catchment area as well or are there other individuals that can provide this service, similar to what Mr. Robert Wass does?

MS. TEMPESTA: I've been in healthcare close to 30 years, and this is the first of my learning of this sub-sub specialty. He is not an MD. He actually is someone who has carved out this niche in investigating casualties that have to do with electrical equipment failure, scuba dive equipment failure, any marine types of casualties. They are very uncommon.

We did reach out to our regional partners, other Office of Medical Examiner offices, and no one had anything compared to what he offers us. He came highly recommended from the Suffolk County ME's office, and we have had no problem heretofore with his reports, analysis and investigations; they are very thorough and comprehensive. We just don't know where to look outside of him.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: There being no other questions; all those in favor of E-89 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Abstentions?

(No verbal response.)

It's seven to zero.

Thank you, Ms. Tempesta.

MS. TEMPESTA: Thank you.

CHAIRWOMAN GONSALVES: The next contract is E-90, 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 Office of Management and Budget, and AJ Consulting Services, LLC.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Who do we have?

MR. CONKLIN: Good afternoon. Steve Conklin from the Budget Office.

CHAIRWOMAN GONSALVES: Welcome.

MR. CONKLIN: This is a contract amendment to extend the term with AJ Consulting through the end of 2016. The total dollar amount payable under the contract would not be increased. We are looking to extend the term of the contract since the vendor, among other things, continues to help the budget office analyze the county's tax receipts and is assisting us in conversations with the state on that topic. If at the end of this year we feel

we still need these services, we'd go out with a new RFP.

CHAIRWOMAN GONSALVES: Any questions or comments? Legislator Jacobs.

LEGISLATOR JACOBS: Hi. I was wondering if I could ask you something. Why can't the OMB staff do this type of work, or can they?

MR. CONKLIN: We can, but it is kind of a unique task. The information that we receive from the state is a database just of vendors - like 5,000 lines to database. It is difficult to get into conversations with the state on this topic. Some of the employees at AJ Consulting, they have extensive experience working with the state. One of their new employees, Michelle Cummings, who joined the company in 2015 worked for the New York State Department of Taxation and Finance, so she is very helpful in those conversations with the state. Again, this is not a topic that's easy to get a lot of information. They have been very valuable assisting in those discussions with the state.

LEGISLATOR JACOBS: Let me ask you this. It says here that perhaps, as you go forward,

when this actually expires, this particular contract, you may choose not to renew or you have that ability? What would make it happen? What would you need in OMB to make this part of the daily existence of OMB?

MR. CONKLIN: When we first entered into this contract a few years ago, it was really to help the budget office with the multi-year plan process, the 2012-2015 multi-year plan. They've been helping us with other topics; this is just the new topic that they've been helping us with. They've helped us with different budget initiatives, looking where to have on expenses, increased revenues. It's my understanding that they've helped in negotiations with employee contracts, labor union contracts. This is not the only thing that they've been helping us on, but this is a more recent initiative that they've been helping us with. It's not their only focus.

Again, if at the end of this year we need help in this area or other areas, at that time we'd go out with a new RFP. But it is possible if, at that point, we feel we don't need any more assistance in this regard.

LEGISLATOR JACOBS: Let me ask you a question just for my own information. Would this be equivalent to what PFM was a number of years ago?

MR. CONKLIN: We still have a contract with PFM. I mean, it's in the area of finance. PFM, really where their expertise is is helping us when we go to the market to bonds. This firm, as I said, they have a lot of experience working in governments, where PFM has experience with clients and governments but they've worked in the city and the state and so on.

LEGISLATOR JACOBS: Thank you.

MR. CONKLIN: You're welcome.

CHAIRWOMAN GONSALVES: There being no other questions or comments; all those in favor of Contract E-90 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three.

MR. CONKLIN: Thank you.

CHAIRWOMAN GONSALVES: Thank you.

The next contract is E-91, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Parks, Recreation and Museums, and the Atlantic Wind Symphony, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Ms. Krieb.

MS. KRIEB: Good afternoon. Eileen Krieb from the Parks Department.

This is a special service contract for Atlantic Wind Symphony, who performs traditional 19th Century brass ensembles, concerts at Old Bethpage Village, which enhances all of our programs during the entire year. It's funded through hotel/motel funding.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just have a

quick question. Do you know about how many times they play at Old Bethpage?

MS. KRIEB: It's on Exhibit A. I think it's about 25 times. They mix it up between six piece and 12.

LEGISLATOR NICOLELLO: Great. Thank you.

CHAIRWOMAN GONSALVES: There being no other questions or comments; E-91, all those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-zero-three.

Now, we do have several items that will be untabled. I will call a motion to untable the items, but I will then call each one separately.

Motion to untable E-5, E-49, E-54, and E-57. A motion to untable, please?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Nicolello, seconded by Legislator Dunne.

All those in favor of untabling those items signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Those items are untabled.

The first one is E-5, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County District Attorney's Office, and Fund for the City of New York Center for Court Innovation.

Motion, please? I'm sorry. I don't need a motion; I just untabled.

MR. MCMANUS: Bob McManus, District Attorney's Office.

The Fund for the City of New York, Center for Court Innovation is a partnership between New York State Unified Court System and the Fund for the City of New York. The Center has an ongoing formal contractual relationship with the unified court system, and functions as its research and development arm. The Fund for the City of New

York works with counties on this project throughout the state. The organization itself has worked with New York State courts now for 15 years.

This particular agreement is to provide and supervise a full-time dedicated resource coordinator for the new Nassau County adolescent part. The purpose of this program is to ensure that adolescents, ages 16 and 17, receive the benefit of appropriate services to reduce the likelihood that they will be trapped in a cycle or reoffending. This program is open to youth that have committed misdemeanors and non-violent felonies.

CHAIRWOMAN GONSALVES: Any comments or questions from the legislators? Legislator Kopel.

LEGISLATOR KOPEL: Good afternoon.

MR. MCMANUS: Good afternoon.

LEGISLATOR KOPEL: Is this similar to 54-16, the Hempstead item on Family and Children's Association?

MR. MCMANUS: No, sir. It's a separate item.

LEGISLATOR KOPEL: I know it's a separate item. I said similar. If it's a similar kind of program.

MR. MCMANUS: This is a much smaller program than the other program. I guess you could say it's similar, except that this particular program is only for 16 and 17 years olds, where the other program is for adults and children, both.

LEGISLATOR KOPEL: So what kind of services? This is only for misdemeanors.

MR. MCMANUS: That's correct, sir.

LEGISLATOR KOPEL: And only non-violent; would that be right?

MR. MCMANUS: That is exactly right.

LEGISLATOR KOPEL: They have been doing this for?

MR. MCMANUS: This has been about two years now since this program began.

LEGISLATOR KOPEL: And what have been the results?

MR. MCMANUS: We feel the results have been good. I don't have any statistics today to demonstrate the results. But the program has

been very successful, in terms of diverting youthful offenders into programs to prevent their recurring of criminal activity.

LEGISLATOR KOPEL: In other words, how much is this costing?

MR. MCMANUS: Excuse me?

LEGISLATOR KOPEL: How much will this cost?

MR. MCMANUS: This particular item, one second please. This is $96,743 of forfeiture funds.

LEGISLATOR KOPEL: So you are recommending that we move forward based upon a gut feeling?

MR. MCMANUS: No, sir. I didn't say a gut feeling.

LEGISLATOR KOPEL: Forgive me; I put words in your mouth. I agree. In other words, a few weeks ago we asked for statistics on that other program, E-54, and they were supplied to us on the results, in terms of the prevention of recidivism. And you don't have anything at all?

MR. MCMANUS: In terms of statistics?

LEGISLATOR KOPEL: Yes.

MR. MCMANUS: I'm checking the backup.

LEGISLATOR KOPEL: I really wish, you know, that when these things are brought to us, at least I'm speaking for myself, I'd like to hear why. When I say why I mean why are we spending this money, are we getting something for it, and why do you think so?

MR. MCMANUS: What would you like us to provide, sir?

LEGISLATOR KOPEL: Rates. Success rate.

CHAIRWOMAN GONSALVES: Mr. McManus, I think he's looking for a success rate.

MR. MCMANUS: Okay.

LEGISLATOR KOPEL: In other words, that other program showed that they came back with some statistics to the effect that there was, I believe, a 17 percent differential in the recidivism rate between those who participated in the program and those who did not. That's the kind of thing I'd be interested in hearing.

Does everyone participate in this program? Is it a voluntary thing? How does that work?

MR. MCMANUS: No, sir. It's basically,

as I said, 16 and 17 year olds who have --

LEGISLATOR KOPEL: No. I meant among the 16 and 17 year olds, do all of these people participate? Is participating in the program mandatory? How do you select?

MR. MCMANUS: I have that for you. All cases involving 16 and 17 years old charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the adolescent part. Each defendant is then required to have a validated assessment by probation, using the youth assessment screening instrument. The research coordinator, which is what this agreement is for, reviews each assessment and makes a recommendation to the court regarding appropriate treatment or alternative referrals.

LEGISLATOR KOPEL: We're doing it for two years. The City of New York, I'm assuming, has been doing it for far longer.

MR. MCMANUS: No, sir. This program is relatively new statewide. They may have had similar programs, but the youth adolescent program is a relatively new program throughout the state.

LEGISLATOR KOPEL: And who are the people who are selected to actually provide this guidance? What are their credentials, their qualifications?

MR. MCMANUS: As I had said, the Fund for the City of New York - are you referring to the -

LEGISLATOR KOPEL: I guess so. In other words, that's just a name and doesn't mean anything to me.

MR. MCMANUS: They have a contractual arrangement with the New York State Unified Court System and the Fund for the City of New York, which is the administrative arm of the courts within the City. The Center, meaning the vendor here, has an ongoing formal contractual relationship with the Unified Court System and functions as its research and development arm.

LEGISLATOR KOPEL: In other words, the people that are employed by this outfit, who are they and what are their qualifications?

MS. MCMANUS: What are their what?

LEGISLATOR KOPEL: The qualifications of the people who actually are in the field who are

actually doing this work, who are actually meeting with these youngsters.

MR. MCMANUS: In terms of the qualifications of the individuals that work there, I don't have that information available for you.

LEGISLATOR KOPEL: I would assume that this outfit should have this information plus the statistics. I would imagine that they would have all that.

MR. MCMANUS: They will have the information regarding the qualifications. I'm sure that we have statistics that we can provide to you.

LEGISLATOR KOPEL: I would like to see both and would like to see that whenever you come.

CHAIRWOMAN GONSALVES: Mr. McManus, would you please get that information to us? And the other question I have is how many students, I should say adolescents, are enrolled in this program at any given time?

MR. MCMANUS: Yes, ma'am. I'd be happy to get that information for you as quickly as

possible.

CHAIRWOMAN GONSALVES: I would appreciate that, and Mr. Kopel would.

Legislator Jacobs.

LEGISLATOR JACOBS: Yes. I just wanted to clarify something, make sure I'm reading this correctly. This is a 100 percent grant from the state?

MR. MCMANUS: It's forfeiture funds.

LEGISLATOR JACOBS: Forfeiture funds.

MR. MCMANUS: Yes.

LEGISLATOR JACOBS: Okay. So it's not out of the operating or anything like that?

MR. MCMANUS: Absolutely not.

LEGISLATOR JACOBS: Okay. And this is the, I assume the state decided to go this way because this is the recommendation now, in the 21st Century, to try to avoid repeat offenders with young people.

MR. MCMANUS: Yes, ma'am, I would say that. Yes.

LEGISLATOR JACOBS: Thank you very much.

CHAIRWOMAN GONSALVES: There being no other comments; all those in favor of -- Ms.

Mereday, please.

MS. MEREDAY: Meta Mereday, Baldwin, New York. Again, when I read about this resolution I had a spark of hope, but of course that was dashed. My concern had to do with any part of this funding or process being utilized for the veteran's court, or do we still have a veteran's court in Nassau County? A lot of the conversation today has been addressing at-risk youth, adolescents in trouble, and that sort of thing. We are continuing to allocate a lot of funding and resources, notwithstanding that might be the need, but I have yet to really see anything in-depth, or comprehensive, or alternative, or collaborative that's addressing the rising issues. If we look at Lackland Air Force Base, Fort Hood, etcetera, what is happening within our veteran community and in our own community - we have had veterans who have committed suicide in our own jails.

I'm still concerned that we are getting state funding and we are getting federal funding and we, as a county, not just we as a country, but we, particular as a county, continue to fail

to address the diverse needs of our veterans, and particularly with regard to the veteran's court, that I haven't heard or seen anything about, so for all I know it could have started up and just gone extinct.

LEGISLATOR DUNNE: District Attorney Kathleen Rice instituted the courts when they first came about, so they do have an - our courts do have the veteran's court.

MS. MEREDAY: I was a part of that. And one of the problems with the court, as it pertained to Nassau County, is that it was not inclusive of issues derived from DPW and DUI. I was a part of the advocacy group that put that court in process. Unfortunately, Nassau County, or whoever within Nassau County, deemed it unwise to include the aspect of the DUI and the DWI, which is the largest concern that is impacting our returning veterans.

LEGISLATOR DUNNE: Okay. Ms. Mereday, we will look into that. Mr. McManus, is there any response you can give to us on that or no?

MR. MCMANUS: I know that - I concur that those individuals were not included in the

program. I know that was a definite decision made by our office. But in terms of explaining the rationale behind it, I don't really have that information.

LEGISLATOR DUNNE: I know the other counties had it included, and maybe the new district attorney may include it. Maybe we'll look into that, Ms. Mereday.

Thank you for bringing that to our attention.

MS. MEREDAY: Okay.

CHAIRWOMAN GONSALVES: There being no other questions or comments; all those in favor of E-5 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes six to one.

Thank you, Mr. McManus.

MR. MCMANUS: Thank you.

CHAIRWOMAN GONSALVES: Mr. McManus, we still would like that information. Okay?

MR. MCMANUS: Yes.

CHAIRWOMAN GONSALVES: Thank you very

much.

E-49, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Development Disabilities Services, and Psch, Inc.

Motion, please? I'm sorry. We don't need a motion, it was untabled.

Who is going to speak on this?

MR. HALL: Brian Hall, Human Services.

CHAIRWOMAN GONSALVES: Okay. So what are you going to tell us?

MR. HALL: This is a contract between Human Services and PSCH. It's to provide comprehensive mental health services for mentally disabled adults, children, and their families residing in the county. It's 100 percent grant funded by New York State.

This vendor was picked by New York State Department of Mental Health and assigned to us.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: How are you, sir?

MR. HALL: Good.

LEGISLATOR ABRAHAMS: The last time

this was before us it was tabled, and I don't know if you would be able to share some light on it. I thought it was tabled because of New York State Comptroller DiNapoli's report, which specified that there was found that the not-for-profit received $150,000 in reimbursements from the State Office of Mental Health for inappropriate expenses, including almost 11,000 for alcohol at a two-day executive board retreat in Montauk; that was part of the comptroller's report. I was wondering if you had any light to shed on the vendor's point of view from the particular incidents that were raised in the report.

MR. HALL: We've been in touch with the state, and as of this point now, we haven't received any further direction, other than the fact that they had assigned this vendor to us through the county. We don't pick. Some of these vendors are just given to us automatically by the state. The state gives a state aid letter. We appropriate the money and give it out to the agencies who are assigned. We are like a go between.

At this point, we haven't received anything from the New York State Department of Mental Health changing anything, even though we're aware of what you brought up. We have been in touch with the state asking them if they had any reason to go back on this plan, and so far we haven't received anything.

LEGISLATOR ABRAHAMS: I understand it's 100 percent New York funded program; however, it just brings to light the 1.6 million expenses that were claimed by the agency, according to the consolidated fiscal report put together by the New York State comptroller. It just seems like a lot of these expenses were not allowable expenses. According to the report also, it specified that almost 98,000 were duplicate, inappropriate, or unsubstantial charges. I just don't see why we would enter into, even though I know it's 100 percent funded, I just don't see why we would enter into a contract with an entity that has this looming over them, according to the comptroller's report.

MR. HALL: Well, I'll be honest with you. We've been in touch with them over the last

several days trying to get something from them, I guess to sign off saying that they are aware of these problems and they still want to give us the money, but we haven't been able to receive anything with those exact wordings.

LEGISLATOR ABRAHAMS: You're saying they; they meaning the state or the agency?

MR. HALL: The Department of Mental Health, New York State Department of Mental Health. An ideal thing would have them say we're aware of what's going on with the comptroller's office and we still want to give you the funds, we still want you to give the funds out, or we no longer want to do it. At this point, now we haven't been able to receive that secondary letter letting us know which way to go. So far we are going on the -- they're just giving us the letter giving us the okay to give the money at this point.

LEGISLATOR ABRAHAMS: So they're giving you a letter indicating that we should go forward?

MR. HALL: They are not acknowledging the comptroller's report in their letter at this

point.

LEGISLATOR ABRAHAMS: And you brought the comptroller's report to their attention.

MR. HALL: Yes.

LEGISLATOR ABRAHAMS: And their response is?

MR. HALL: There has not been a response. The ideal response would be we're aware of the comptroller's report but we still want to give you the money or we want to pull it back; we haven't been able to either one at this point.

We are still back with the original letter telling us they'll give the money, and that's as far as they've gone with us at this point.

LEGISLATOR ABRAHAMS: Excuse me one second.

I just think that seems to be, on the state's part, very dangerous, to be able to not give the county some level of confidence. This entity could very well be working with the comptroller to explain some of the things that are in that report. Without us knowing it --

Madam Presiding Officer, I'm just curious with this was untabled because it doesn't sound to me that the county has -- at the request of the department. Oh.

CHAIRWOMAN GONSALVES: Let me ask you a question. Are you finished, Minority Leader?

LEGISLATOR ABRAHAMS: Yes, I am. Thank you.

CHAIRWOMAN GONSALVES: I have a question. And the question is what would be the ramifications if we did not pass this item today?

MR. HALL: I guess the ideal thing would be if we can get a letter from them solving this one way or the other.

CHAIRWOMAN GONSALVES: Just again, to clarify. The vendor was selected by the state not by us.

MR. HALL: Yes. Not by us. That's correct.

CHAIRWOMAN GONSALVES: I hate to do this. Possibly by the end of the day we can revisit it. I'm going to call for a motion to table it.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

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

All those in favor of tabling E-49 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled. By the end of the day we can untable it if you come back with additional information.

MR. HALL: I'll be honest with you. I do not see the state getting me a letter by the end of the day telling me --

CHAIRWOMAN GONSALVES: Well, you know what? I need to know. I know that the commissioner was very anxious to see this item passed today. Perhaps maybe she can come down later on and make the case for this item.

MR. HALL: Okay.

CHAIRWOMAN GONSALVES: Right now we tabled it.

MR. HALL: Okay.

CHAIRWOMAN GONSALVES: It's still here.

MR. HALL: Okay.

CHAIRWOMAN GONSALVES: Thank you very much.

MR. HALL: Okay.

CHAIRWOMAN GONSALVES: The next item is E-50, a personal -- I'm sorry -- E-54, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County District Attorney's Office, and Office of Family and Children's Association.

Motion, please? I don't need a motion. I keep forgetting. It's untabled.

Mr. McManus.

MR. MCMANUS: I also have the pleasure of being accompanied by Assistant District Attorney Dana Boyland, who is the director of re-entry initiative and youth development programming for the district attorney's office to answer questions that you might have.

CHAIRWOMAN GONSALVES: Can you shed some light on this particular agreement, please?

MR. BOYLE: Good afternoon. I'll start by giving you some background as to what COTA,

Counsel of Thought and Action does and what it hopes to accomplish.

It is a community initiative focused on prevention, intervention, and re-entry. It also provides alternative to incarceration prosecution option.

The target community for our COTA initiative are really all community members who need help with criminalgenic concerns. And what I mean by that is that there are certain factors that research has established will often play a role in your involvement in the criminal justice system - lack of housing, under education or lack of education, under employment or lack of employment, chemical dependency, etcetera; those are all known criminalgenic factors. Community members who are in need of services or resources, to help them through those issues, are the communities that we focus on.

A large percentage of the people, 90 percent or above, are folks who have been involved in the criminal justice system, no surprise there, and they actually do have those needs and we work with them to connect them to

the resources needed to prevent recidivism, promote community safety, all of which have a nexus to law enforcement.

CHAIRWOMAN GONSALVES: Any questions or comments? Legislator Kopel.

LEGISLATOR KOPEL: And I see that you've supplied us with some statistics over here as well on this case.

MS. BOYLE: Yes, sir.

LEGISLATOR KOPEL: I’m satisfied with this this time, and I commend you on that. I would like to encourage the administration, seriously, every time you bring us something where we have to spend money, and I don't care where it's funded from, this is what you need to do. You need to give us the information telling us why this is a good way to spend money.

I'm satisfied with this one.

MS. BOYLE: Thank you, sir. Duly noted.

LEGISLATOR KOPEL: I'm not dissatisfied with the last one, in terms of the value of it. But I just don't have enough information and that's why I voted against it.

Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Ms. Boyle, it's been researched in our backup that the business history form and the principal questionnaire form are not in the backup; are you aware of that?

MR. BOYLE: I'll defer to Mr. McManus on that.

MR. MCMANUS: They were provided, Mr. Abrahams. Later, after the contract was submitted we submitted that information, and I have copies of it here that I will be happy to --

LEGISLATOR ABRAHAMS: If you don't mind.

MR. MCMANUS: Not at all.

LEGISLATOR ABRAHAMS: If we can just take a quick look at it.

MR. MCMANUS: Certainly.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, would that be okay? We haven't seen it. If we can just take a quick look before we take the vote that would be helpful. I'm asking for 30 seconds to take a quick look. We just need to take a look to make sure all the questions were answered, and then we'll be happy to take the

vote.

Our counsel has advised us it looks fine.

CHAIRWOMAN GONSALVES: Okay. Therefore, at this point, we'd be in order to move E-54. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

It's all yes?

VOICES: Yes.

CHAIRWOMAN GONSALVES: The last contract is E-57, 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 Parks, Recreation and Museums, and Ed Moore Advertising, Inc.

Ms. Krieb, do you have anything to enlighten us with or are we already enlightened?

MR. KRIEB: Eileen Krieb, Department of Parks.

This is merely an amendment to an

existing contract for an additional funding of $25,000 for advertising and media promotion for programs that were developed toward the end of the year and were going to implement in the beginning of 2016.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Ms. Krieb, is this past work? Our backup indicates this was over on March 31, 2016.

MR. KRIEB: The contract started. It was signed by the vendor in December. It took a while to get to this level. It was for programs, such as summer camp and the skating rinks that they brought on --

LEGISLATOR ABRAHAMS: So the contract that they signed in December was for a contract that they started the work on April 1, 2015?

MR. KRIEB: No, no. We have a contract already existing. This is just an amendment to bring more money into the contract.

LEGISLATOR ABRAHAMS: Alright. So let me make sure I understand it. Basically, our backup, the term of the agreement is April 1, 2015 to March 31, 2016. They signed the

contract, you're saying --

MS. KRIEB: December 15. The amendment, not the contract.

LEGISLATOR ABRAHAMS: The amendment in December 2015 for April 1, 2016 going forward.

MS. KRIEB: They signed the amendment in December. The amendment is for January 2016 to March.

LEGISLATOR ABRAHAMS: Something is not tying out. My backup doesn't indicate anything about January. It indicates April 1.

MS. KRIEB: Do you have the amendment document? It says on behalf of January --

LEGISLATOR ABRAHAMS: We will pull the contract. In our backup notes it indicates the period of the term.

MS. KRIEB: The term isn't changing; it's just the amount of money that we're adding to it.

LEGISLATOR ABRAHAMS: So what is the term?

MS. KRIEB: The term is exactly what you're saying, April 1, 2015 to March 2016, but all the money has been spent as of December '15

so we amended it for just the amount of money. We didn't do anything with the term.

LEGISLATOR ABRAHAMS: That's the term that I have here.

MS. KRIEB: Yes. Your term is correct. We're just adding money to the contract.

LEGISLATOR ABRAHAMS: I understand. But are we basically approving money for the contract for the period that has already passed?

MS. KRIEB: Being that we're in April, you mean? Yes. It happened the first quarter of this year.

LEGISLATOR ABRAHAMS: But the contract originated a year ago.

MS. KRIEB: But the contract went through until March 31, 2016.

LEGISLATOR ABRAHAMS: I'm saying it was originated -

MS. KRIEB: April 1, 2015.

LEGISLATOR ABRAHAMS: It commenced on April 1, 2015.

MS. KRIEB: Correct. So the last quarter of the contract we didn't have funding.

LEGISLATOR ABRAHAMS: What's the

December?

MS. KRIEB: The amendment to this contract for the money was signed by the vendor in December.

LEGISLATOR ABRAHAMS: And that amendment is for what term? What period?

MS. KRIEB: It had nothing to do with the term. The term still stays with the original agreement, which goes to March 2016. All I'm doing is increasing it from 100 to 125.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: So, if I understand correctly, you've essentially already spent this money and now you're coming for approval.

MS. KRIEB: We spend the initial $100,000 that was --

LEGISLATOR KOPEL: No. The additional money that you're looking to add today, that's already spent.

MS. KRIEB: Yeah, because of the time it took to get to the calendar. It was spent January through March 2016.

LEGISLATOR KOPEL: Here's what I don't understand. Shouldn't you be coming to us to get

money, additional money before you spend it, before you need it?

MS. KRIEB: Correct. We should.

LEGISLATOR KOPEL: I'm sorry?

MS. KRIEB: Theoretically, yes. But as I said, the vendor signed this amendment in December and it didn't get calendared until now, so it's been circulating for a while.

LEGISLATOR KOPEL: The vendor signed it in December. When was it given to the vendor?

MS. KRIEB: In December, the amendment.

LEGISLATOR KOPEL: It was first given to the vendor in December.

MS. KRIEB: The amendment was given to the vendor.

LEGISLATOR KOPEL: The amendment, I understand. The work was already --

MS. KRIEB: It hadn't been done in December.

LEGISLATOR KOPEL: Essentially, isn't this really just going ahead and doing work without asking us or awarding money without asking us?

MS. KRIEB: We were seeking approval but

the programs we were advertising, like the summer camp, it's timing. It had to be out early.

LEGISLATOR KOPEL: You didn't know about these things in October or September? Were these a surprise?

MS. KRIEB: No, they were just new programs. The skating rinks and those type of things, if we don't promote them it doesn't --

LEGISLATOR KOPEL: I'm sorry. That's not my question. I'm sorry. You didn't know that these things would be needed back when there was time to come to us first and ask us?

CHAIRWOMAN GONSALVES: Mr. May, do you want to address that comment? Because I don't want to. I could but I don't want to.

MR. MAY: This is my second day back, so I guess it's okay to start beating me up here.

I'm sorry. The question is what exactly, Legislator Kopel?

LEGISLATOR KOPEL: The question is the services -- what you're doing is you're coming to us asking for retroactive authorization after you've already gone ahead and spent money. Isn't that going backwards?

MR. MAY: Yes, chronologically that is going backwards. It looks like the vendor signed it, if I'm reading this right, November 12, 2015, it was received by I guess the department later, probably in December, like Ms. Krieb is saying, and it started the circulation process February 1. Since it was on the table, I have to imagine it was in for the Rules Committee meeting in March. For whatever reason it was tabled in March. It could have been approved --

LEGISLATOR KOPEL: Shouldn't it have been in the Rules Committee in January or December?

MR. MAY: Sure. It could have been. Processing time alone is going to take a month. In an ideal world, yes, it would have been here in December.

LEGISLATOR KOPEL: Forgive me. Maybe I am trying to give you a hard time, I don't know.

MR. MAY: That's fine.

LEGISLATOR KOPEL: We're looking for an ideal world, aren't we? We have a job here, which is to authorize money before you spend it.

MR. MAY: Correct.

LEGISLATOR KOPEL: And over here you've gone ahead and spent it and now you're coming for authorization. It's not an emergency. It's not even something that you wouldn't have known about several months earlier.

MR. MAY: I really can't speak to the timing issues. It certainly seems like the contract was sent out to the vendor timely to get an amendment completed, and for whatever reason the internal processing took a while.

LEGISLATOR KOPEL: The amendment, shouldn't we authorize actually the amendment before it's signed?

MR. MAY: I'm sorry?

LEGISLATOR KOPEL: Shouldn't we actually have not authorized only the money but the actual signing of the amendment?

MR. MAY: No, not by the vendor.

LEGISLATOR KOPEL: So it has not yet been signed by the county.

MR. MAY: Not at all.

LEGISLATOR KOPEL: Okay. I understand.

MR. MAY: If you guys vote this down nothing gets paid.

LEGISLATOR KOPEL: Okay.

MR. MAY: We're still coming to you for authorization. Nothing is happening without your approval.

CHAIRWOMAN GONSALVES: This is not being paid until we approve the amendment; correct?

MR. MAY: Correct. Yes. The additional money that is part of this amendment would only be authorized when you guys, as a body, approve the contract, and then it still, I believe, has to go to NIFA at this point since this contract is -- I think the total amount is 125,000. This is going to end up going to NIFA anyway. If you approve it, it then goes to NIFA, and if they approve it then it gets executed by the county, and then these individuals can get paid or this company can get paid.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Is there any sort of procedure or system in place to track this type of thing? Money is being spent, certainly not an emergency item, it's advertising - to track the spending of money to make sure it's not

going on when the approval is not in place?

MR. MAY: The larger answer to that question is we have been working on a computerized or digitized contract routing process that once it goes live should really reduce the amount of time it takes for a contract to go from start to finish. So when the vendors sends us back a contract in November, which would be sort of timely for these services and this payment, it would much more quickly propagate to the Rules Committee so that the issue that we're having here wouldn't happen.

I understand exactly what you're saying. And, yes, we're working towards a system where none of this would happen. This is obviously not our ideal scenario for a contract or contract amendment. We want everything in place prior to work being commenced.

LEGISLATOR NICOLELLO: We understand that there are certain services that the county provides that are more of an emergency nature and needed for basic functioning. This is advertising. It's kind of difficult to swallow that we now have to approve this advertising

after the fact.

MR. MAY: I certainly appreciate the frustration of the body on this. But Ms. Krieb is also telling me that there was some of the additional disclosure forms that were required last session, which is why this was tabled in the first place. That documentation process was new. These are all obviously excuses and we don't want to be continuing these practices. So to the extent that I can apologize for this not being as timely as everyone would prefer, I am, and we are working to address those issues systematically.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: Just to put it in some proper perspective.

The advertising for the skating rink and other venues that became available, became available late in the year so you had to add 25,000 to the 100,000. So it's not 125,000 that we're voting on, just the 25,000 we're voting on right now.

MR. MAY: Correct.

LEGISLATOR DUNNE: That's because the additional venues became available and you can

1 put the camps in there and you need to advertise
2 for it. Actually, it's just catch-up work. It's
3 not really a big failure of the system, it just
4 got caught up in the timely elements.
5 MR. MAY: Right. I wouldn't
6 characterize this as a failure of a system. It's
7 just more symptomatic of the existing system that
8 we're working to streamline and really take care
9 of. Obviously, this is not something that we're
10 happy about.
11 CHAIRWOMAN GONSALVES: Any other
12 comments?
13 (No verbal response.)
14 There being none; here we go. All those
15 in favor of E-57 please signify by saying aye.
16 (Aye.)
17 Any opposed?
18 (Nay.)
19 It goes down. I think it's two to five.
20 That's it. It's down.
21 MR. MAY: I'm sorry. That was three to
22 four?
23 CHAIRWOMAN GONSALVES: No. It's two for
24 and five against.
25

MR. MAY: Two for and five against?

CHAIRWOMAN GONSALVES: It's two for and five against. It's down. It went down.

MR. MAY: Right. Yeah. Right. Okay. Right. Yes.

CHAIRWOMAN GONSALVES: I didn't say anything. I did vote for it. But I will tell you right now, there is no reason why, after several months, that we should be asked to vote on an amendment that could have come to us three months ago. And I don't know where the problem is, but I'm not going to believe it was in parks. I have to believe that it goes through the system after parks brings it to us. And so I think maybe we better get our ducks in a row and hopefully make sure that something like this doesn’t happen again.

I guess the vendor is going to be out $25,000 unless we put it before them again. But let me tell you something, it must be done, the process must be correct. We just can't wait four, five months before we submit it here.

So, please, on behalf of the residents in this county, we owe it to them to be diligent

about these contracts that are coming to us, and I think we're trying to do that. It's very difficult to vote against projects that are in the park system that benefits most of our residents here in Nassau County, but it has to be done in the right way.

MR. MAY: Absolutely.

CHAIRWOMAN GONSALVES: It could have been a zero to seven.

MR. MAY: If I had the power to change the timing on this contract I would have. I think I'm just taking the medicine today.

CHAIRWOMAN GONSALVES: I know there's a lot of paperwork now that's required and often times there are forms missing and we wait, and wait and wait until we get the forms. But you know what? The vendors also have to know that they have to diligent and get the forms to us ASAP. When they submit the request then they should submit all of the forms. I think we're clear as to what those forms are at this point.

MR. MAY: Yes, absolutely.

CHAIRWOMAN GONSALVES: Okay. You and I voted for it. Go ahead.

LEGISLATOR DUNNE: Just quickly. Mr. May, in my 43 years in Nassau County, I have been under every administration there's been in 43 years, and from time to time something like this does come up. If a simple note would be sent to the legislative leader, the presiding officer, saying this is in the works, don't hold it against us, if somebody would give us a quick heads up on it, then the reason for the delay would be a lot easier to explain, because you did give us a heads up that it is in the process.

From time to time this has happened. I've seen it plenty of times. Not frequent. Let's make this part of the process then. This is going to be late. Let's get this in right away. Get a note to the presiding officer.

MR. MAY: Absolutely. Like I said, we're really just working to streamline the entire process.

CHAIRWOMAN GONSALVES: We have one personal services agreement that is also going to be untabled because we just discovered that the information that we needed is here, and that's the personal services agreement E-50. A motion

to untable E-50.

Motion?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

All those willing - in favor of untabling E-50 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

That is untabled.

E-50 is a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Board of Elections and Nuzzi Brothers Moving Service, Inc.

Who is going to talk to us about this item? You may speak on this item. I think there was a missing form, and I believe at this point everything has been submitted; correct? Please, if you want, you can address this particular personal services agreement.

MR. NEDELKA: Yes. Larry Nedelka from

1 the Board of Elections. This was one of the two
2 that were up in March. There was one document, a
3 section had been accidentally left blank. It was
4 called to our attention and we had the vendor
5 come in right away and fix it. This is the first
6 opportunity to have it removed from the table
7 with this amended form to submit with the rest of
8 the contract.
9 It is a new vendor. It's the third
10 vendor we have for voter equipment transportation
11 to and from the polling places.
12 CHAIRWOMAN GONSALVES: Okay. I'm happy
13 that we're able to do this.
14 There are no comments. I think we'll
15 agree that the information that was missing has
16 been given to us.
17 All those in favor of E-50 signify by
18 saying aye.
19 (Aye.)
20 Any opposed?
21 (No verbal response.)
22 Any abstentions?
23 (No verbal response.)
24 Guess what? Thank you, Mr. Nedelka.
25

MR. NEDELKA: Thank you very much.

CHAIRWOMAN GONSALVES: It passes unanimously.

We're going to take a recess. The next committee is Public Safety. We will come back after the other committees have been able to go through their agendas, and we will resume the Rules Committee.

(Whereupon, the Rules Committee recessed at 2:53 p.m.)

(Whereupon, the Rules Committee reconvened at 5:48 p.m.)

CHAIRWOMAN GONSALVES: I'm going to ask for a motion to suspend the rules.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

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

All those in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are now suspended.

I am going to go through the consent calendar first. The testimony from the previous committees should be incorporated into the Rules Committee.

I am going to begin with 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and I believe that's on the regular agenda. On the addendum we have 134, 137, 141, 142, that's it.

All those in favor of those items that were just called and went through -- I need a motion.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

All those in favor of those items that were just called signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

I would imagine since it's a consent calendar, it passes unanimously.

(Whereupon, the following is the minutes of the April 11, 2016, Health Committee pertaining to Clerk Items 105, 106, 109, 110, 113, 114, 117, and 118-16.)

Clerk Item Number 104-16, Number 105-16, Number 106-16, Number 107-16, Number 109-16, Number 110-16, Number 113-16, Number 114-16, Number 117-16, and Number 118-16. They are all ordinances supplemental to the annual appropriation ordinance in connection the Department of Health.

May I have a motion, please?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Gaylor.

And we have Ms. Mary Ellen Laurain here.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item 104-16 is a supplemental appropriation in the amount of $300,000. This is

for the immunization action plan. This is 100 percent funded through New York State Department of Health, and the mission is to prevent vaccine preventable diseases.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Number 105.

MS. LAURAIN: Number 105-16 is a supplemental appropriation for the bathing beach water quality monitoring and notification program. This is in the amount of $55,355. This allows us to conduct beach water quality monitoring from May through Labor Day.

CHAIRWOMAN WALKER: Any comments or questions from the Legislators?

(No verbal response.)

I can't wait to think about beach weather.

MS. LAURAIN: You'll be getting all of the notifications from me, hopefully not too many.

CHAIRWOMAN WALKER: Any public comment?

(No verbal response.)

Okay. Number 106.

MS. LAURAIN: Item 106-16 is a supplemental appropriation in the amount of $15,238. This is for the sexually transmitted disease intervention services. This is an additional COLA award and is funded through New York State Department of Health. The mission is to prevent the spread of sexually transmitted diseases.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 107.

MS. LAURAIN: Item 107-16 is a supplemental appropriation in the amount of $523,600. This is for the tuberculosis public health campaign. This is 100 percent funded through New York State Department of Health. This is for comprehensive services to prevent the spread of tuberculosis in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 109-16.

MS. LAURAIN: Item 109-16 is a supplemental appropriation in the amount of $155,000. This is for HIV expanded services grant, also funded through New York State Department of Health. This grant helps those infected with HIV/AIDS who may not be receiving medical care.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 110.

MS. LAURAIN: Item 110-16 is a supplemental appropriation in the amount of $145,955. This is for drinking water enhancement program. This is funded through New York State Department of Health. This ensures the safety of

the 46 water districts in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I'm just curious. With this and with 105, do you have a regular schedule that you check the beaches and you check with the water districts? Is it monthly or?

MS. LAURAIN: 105 is the beach monitoring program.

LEGISLATOR DeRIGGI-WHITTON: Yeah.

MS. LAURAIN: We begin that program, actually I said May but it's actually April we begin our surveys. It's for every permitted beach in Nassau County.

The ocean beaches are a little less because of the amount of water and the volume. The north shore beaches, we're up there a few times a week and after heavy rain it may even be more frequent. After a half inch of rain we will advise the beaches that they may not want to open.

LEGISLATOR DeRIGGI-WHITTON: So it's

safe to say the beaches on the north shore are checked once at week, at least.

MS. LAURAIN: More than once a week. I would say, at a minimum, twice a week.

LEGISLATOR DeRIGGI-WHITTON: Okay. And as far as the water districts go, do we have a regular schedule with checking the water?

MS. LAURAIN: The water districts, we analyze and review over 200,000 to 300,000 reports annually. The water districts provide their own sampling and they must submit it to the Department of Health for analysis, and then, in addition, we conduct our own surveillance samples throughout each district.

LEGISLATOR DeRIGGI-WHITTON: Do you do that in a separate lab?

MS. LAURAIN: We do that - the water districts use their own labs, and then we do our own in our laboratory.

LEGISLATOR DeRIGGI-WHITTON: Okay. Thank you.

CHAIRWOMAN WALKER: Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. Just in

reference to the drinking water enhancement, in light of the activities taking place in Flint, Michigan, Pennsylvania, Newark, etcetera, and the fact that we have the issue in Bethpage with the Grumman plume. Where can someone get maybe the information or if there is some type of alert that the public needs to be aware of ahead of time. How has your operation changed in light of the water crisis that's taking place nationwide?

MS. LAURAIN: The water district is required to immediately provide notification to their constituents should there be any concern with the water, whether it be an e-coli or some type of bacteria. They are required to do immediate notification. And we are very fortunate that we have not had to do that in a while. I've been with the department 26 years, and I can only remember a few times having to do that, fortunately.

CHAIRWOMAN WALKER: I know the water districts will even notify us if, for some reason, say they're flushing the hydrants or whatever and it could cause the water to be discolored. They notify you even for that. I

know they're very, very good about keeping the residents informed.

MS. LAURAIN: And the spring is when they do flush because in the winter the water volume is not as much water is used. Also, all the water districts are required to provide an annual drinking water survey to their constituents; that usually goes out I believe in May. I believe it goes out with the water bill.

CHAIRWOMAN WALKER: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman.

I have questions along the lines of the testing and notification to community as well.

Are the water districts required to provide you a copy of their notification to community when there is an issue?

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: I guess my concern is that --

MS. LAURAIN: To the Department of Health?

LEGISLATOR BYNOE: Yes.

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: Okay. My concern is that out in Lakeview, Malvern, Lynbrook there has been an ongoing problem regarding iron in the water and a severe discoloration, quite frankly. While the Department of Health has stated that the water is of good quality and can be consumed and be used by those residents, it's alarming. It has a significant quality of life issue. People will not drink that water. They are, in fact, going out to buy water to do everything under the sun, except, obviously, to wash their clothes because there is no way to add water to your machine in that way. But their tiles, their bathroom fixtures are becoming discolored. The expense of spending the money to buy water. Quite frankly, they're bathing in this water and they don't feel comfortable.

I've been in contact with American Water. I've had a meeting in my community regarding this issue. I want to know, number one, why American Water had not actually reached out to the community. If you have proof that they have, I'd like to have a copy of it.

MS. LAURAIN: Iron is not something that

would require that notification. Iron, while it's an aesthetic issue, it doesn't pose a health concern so that wouldn't be a requirement of the water. But the water is safe to drink. I can tell you it's much more regulated, highly regulated. I drink the water. Personally, the bottled water is not regulated the way our tap water is.

LEGISLATOR BYNOE: So you're drinking the discolored water?

MS. LAURAIN: I have. I drink my tap water. I know it's an aesthetic issue for people. I agree with them that they shouldn't have to have discolored water. I know the water district is installing an iron filtration system which should alleviate that.

LEGISLATOR BYNOE: That's a good point. I'm understanding that even for the water that's been provided to the community in Lakeview that they are waiting, I guess, an approval from the Department of Health so for a water filtration system that they are going to have.

MS. LAURAIN: The Department of Health I believe approved that system in January; I'd have

to get -- I think you spoke to Mr. Irwin, who is the Director of Environmental Health.

LEGISLATOR BYNOE: I believe I did. And I received an update from American Water as late as Friday saying that American Water was waiting for the Department of Health to make an approval and they were hopeful that it would arrive by April 15.

MS. LAURAIN: Let me just see if I have the email of when that was approved.

The construction of the additional filters in the Lakeview communities was approved by the Department of Health January 16, 2016.

LEGISLATOR BYNOE: Give me one second, if you wouldn't mind.

MS. LAURAIN: But I can certainly have you speak to Mr. Irwin again about that.

LEGISLATOR BYNOE: I think that would probably be best. I know it's not just the Lakeview community. While I'm advocating for Lakeview in particular, it is -- there are other areas that are actually affected by this. I think the real resolve is to replace the mains, from what I'm understanding.

MS. LAURAIN: Iron is naturally occurring in the environment. I want to say it's probably ubiquitous in the environment. You see it more on the south shore because of the way Long Island is composed. You see it much more on the south shore than you do on the north shore.

LEGISLATOR BYNOE: And just for reference, so that when Mr. Irwin calls, it's Plant Number 2 and it's the potable iron removal treatment plant.

MS. LAURAIN: The potable water, it is called -

LEGISLATOR BYNOE: And it's awaiting approval. That's what's supposed to give some relief to those families.

MS. LAURAIN: Yes. It will filter it out. I know there are other water districts also installing.

I spoke to Mr. Irwin this morning about it, and he did tell me that it was approved on January 16. So I will speak to him again, tomorrow, and have him give you a call.

LEGISLATOR BYNOE: Okay. Thank you.

MS. LAURAIN: You're welcome.

CHAIRWOMAN WALKER: Any other legislators?

(No verbal response.)

Any other public comment?

(No verbal response.)

I believe that was 110.

MS. LAURAIN: Yes, 110.

CHAIRWOMAN WALKER: Clerk Item 113-16.

MS. LAURAIN: Clerk Item 113-16 is a supplemental appropriation in the amount of $23,764 for the Adolescent Tobacco Use Prevention Act. This is New York State Department of Health grant funded. This is an additional COLA award. Total funding after this award is $320,068. This program allows us to conduct certification checks to tobacco retailers in the county and complies with the Tobacco 18 Law.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: I would just want to know what else is being done. I wouldn't want to have to do a research study, but it is clear that

there is a growth in the percentage of young people who are smoking cigarettes. I don't know if just checking to see who is buying them at the stores or 7-11 is enough. I'm just asking is there something else tied to this program or is this specifically for this particular aspect?

MS. LAURAIN: State grant funds only allow us to do certain. Of course, when we go out and do education, we are health care providers so we discourage smoking among anybody. We do have a 96 percent compliance rate. We sting all the retailers in the county using 16, 17 year olds.

CHAIRWOMAN WALKER: Any other comments?

(No verbal response.)

Clerk Item 114-16.

MS. LAURAIN: Item 114-16 is a supplemental appropriation in the amount of $18,784. This is for our rabies programs. This is New York State Department of Health funded, and this objective, primary objective is to prevent the spread of rabies in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

I just would like to take a minute and thank you for the information, notifying myself and Legislator Schaefer right away in regards to - I'm sure that many of you saw that there was a rabid raccoon in the Hicksville community.

MS. LAURAIN: I could add to that. Since that notification, I believe it was last month sometime, we have enhanced our surveillance in a radius of where that animal was found, and we probably submitted 40 specimens or so to New York State Department of Health, and thus far all have been negative. We're hoping that continues.

CHAIRWOMAN WALKER: Thank you.

Clerk Item 117-16.

MS. LAURAIN: Item 117-16 is a supplemental appropriation in the amount of $16,751. This is for the lead poisoning prevention grant. This is a COLA award. Total funding after this award is $215,176. This is grant funded through New York State Department of Health. It is to reduce the prevalence of blood

lead levels in children.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 118-16.

MS. LAURAIN: Item 118-16 is a supplemental appropriation in the amount of $198,425. This is also for the childhood lead poisoning prevention grant, the one I just spoke about. This is grant funded through New York State Department of Health.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Hearing none, we'll vote on Clerk Items 104-16, 105-16, 106-16, 107-16, 109-16, 110-16, 113-16, 114-16, 117-16, and 118-16.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They move on to Finance.

(Whereupon, the following is the minutes of the April 11, 2016, Public Safety Committee pertaining to Clerk Items 108, 111, 112, and 115-16.)

The first item to come before this committee is Item 108-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Division of Forensic Services.

Motion from Vincent Muscarella, seconded by Denise Ford.

Mr. May is here.

MR. MAY: How are you? Again. Again. I came back for more, both today and globally, I guess.

We have Ms. Karen Dooling to speak on this item.

CHAIRMAN DUNNE: Thank you very much. Just a thumb nail sketch of what this is about.

MS. DOOLING: Sure. This is a $7,000 no-match grant from the Division of Criminal Justice Services. It will be used for the crime

lab, for the chemistry department to expand their services and the ability to test more drugs. It will be for supplies and overtime for chemists.

CHAIRMAN DUNNE: When you say no match, it means it's coming from where?

MS. DOOLING: New York State, Division of Criminal Justice.

CHAIRMAN DUNNE: It's pass-through money then.

MS. DOOLING: Yep.

CHAIRMAN DUNNE: Okay. Any questions from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next item to come before us - there are two items coming.

111-16, an ordinance supplemental to the

annual appropriations ordinance in connection with the Traffic Safety Board.

In addition, 115-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

And we have?

MR. MISTRON: Christopher Mistron, Stop DWI Coordinator, Nassau County.

For Number 111 -

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Don MacKenzie.

Chris, it's all yours.

MR. MISTRON: Number 111 is a grant. It's a pass-through grant that comes from the governor of Traffic Safety Committee to the New York State Stop DWI Coordinator's Association. It's called the DWI Foundation Grant. It's for special holiday enforcement that is for all the departments within Nassau County. Specifically, we've geared for July 4, Labor Day, Memorial Day, and some of the departments also do some of the smaller ones like St. Patrick's Day, which is not a smaller one. These are just special holiday

details for holidays.

CHAIRMAN DUNNE: Legislator Ford has a comment. I thought you wanted to comment on it.

LEGISLATOR FORD: As always, I thank you very much. Honestly, Chris, thank you very much. I know that these programs are very, very important. All too often we're still reading about people who are dying because of drunk driving. I think we had a senior couple, I guess, further east, where somebody was drinking, hit a car, and they got hit. So any effort that can be made.

I thank the officers that do stands out in all kinds of weather, regardless, stopping a lot of people and just trying to check to make sure that they are not impaired while they're driving.

Thank you.

CHAIRMAN DUNNE: Any other comments from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor of 111

indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously and goes on to Finance.

115.

MR. MISTRON: 115 is for the regular - I'm sorry. Was there a motion on that one?

CHAIRMAN DUNNE: It's already been motioned.

MR. MISTRON: 115 is for the Stop DWI program itself. It's a continuous grant program of sorts from year to year. It's fully funded from the fine monies collected for those convicted of DWI. It has several components to it the way in which it is outlined. The major one is for enforcement purposes. Second, monies are provided to the district attorneys for the prosecution of DWI specific cases. Third, we have monies that are provided to the probation department for purposes of monitoring those that are convicted of DWI. We also have a component within the program that provides money to drug

and alcohol for working on rehabilitation programs with individuals that have been convicted, as well as administrative education programs that go into everything from the schools into the community as well as the administration of the program.

CHAIRMAN DUNNE: Any questions from any legislator?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The last item for today is Item 112-16, an ordinance supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

Mr. McManus.

MR. MCMANUS: Thank you. Bob McManus, District Attorney's Office.

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Vincent Muscarella.

My apologies. Go ahead.

MR. MCMANUS: The Nassau County District Attorney's Office has been nominated by the American Society for the Prevention of Cruelty to Animals, the ASPCA, to be a recipient of the fifth annual ASPCA Scholarship Fund Grant Award.

This grant award will enable one of our special investigators, someone who is assigned to animal cruelty cases when they do come up, to attend the animal care expo in Las Vegas from May 11 through May 14 of this year, to join more than 2,000 animal care experts and law enforcement professionals from around the globe to learn new skills and strategies to combat animal abuse and cruelty and to investigate crimes related to that issue.

CHAIRMAN DUNNE: There is no excuse to cruelty to animals or cruelty to anything or anybody.

Any questions from any of the legislators? Yes. Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairman

Dunne.

One quick question. Does this cover all the costs associated with the travel?

MR. MCMANUS: It covers the hotel and the airfare. I think it depends on the individual. It's supposed to cover meals, airfare, and hotels. If the individual wants to buy souvenirs or that kind of thing -- let's put it this way. I'm sure the investigator is going to have to spend some of her own money. I think she's very proud to be a part of this meeting.

LEGISLATOR BYNOE: Okay. Thank you.

CHAIRMAN DUNNE: Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

That concludes our committee.

(Whereupon, the following is the minutes

of the April 11, 2016, Finance Committee pertaining to Clerk Items 100, 101, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 134, 137, and 142-16.)

Starting with 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, and 119-2016 - these are resolutions to authorize the transfer of appropriations heretofore made within the budget for the year 2016; ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health, Medical Examiner, Traffic Safety Board, District Attorney's office, and Department of Information Technology.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

All these items went through committee before. I just ask that the - most of them went through committee - I just ask that the minutes be incorporated by reference.

(Whereupon, the following is the minutes of the April 11, 2016 Health Committee pertaining

to Clerk Items 105, 106, 107, 109, 110, 113, 114, 117, and 118-16.)

Clerk Item Number 104-16, Number 105-16, Number 106-16, Number 107-16, Number 109-16, Number 110-16, Number 113-16, Number 114-16, Number 117-16, and Number 118-16. They are all ordinances supplemental to the annual appropriation ordinance in connection the Department of Health.

May I have a motion, please?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Gaylor.

And we have Ms. Mary Ellen Laurain here.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item 104-16 is a supplemental appropriation in the amount of $300,000. This is for the immunization action plan. This is 100 percent funded through New York State Department of Health, and the mission is to prevent vaccine preventable diseases.

CHAIRWOMAN WALKER: Any questions from

the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Number 105.

MS. LAURAIN: Number 105-16 is a supplemental appropriation for the bathing beach water quality monitoring and notification program. This is in the amount of $55,355. This allows us to conduct beach water quality monitoring from May through Labor Day.

CHAIRWOMAN WALKER: Any comments or questions from the Legislators?

(No verbal response.)

I can't wait to think about beach weather.

MS. LAURAIN: You'll be getting all of the notifications from me, hopefully not too many.

CHAIRWOMAN WALKER: Any public comment?

(No verbal response.)

Okay. Number 106.

MS. LAURAIN: Item 106-16 is a supplemental appropriation in the amount of

$15,238. This is for the sexually transmitted disease intervention services. This is an additional COLA award and is funded through New York State Department of Health. The mission is to prevent the spread of sexually transmitted diseases.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 107.

MS. LAURAIN: Item 107-16 is a supplemental appropriation in the amount of $523,600. This is for the tuberculosis public health campaign. This is 100 percent funded through New York State Department of Health. This is for comprehensive services to prevent the spread of tuberculosis in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 109-16.

MS. LAURAIN: Item 109-16 is a supplemental appropriation in the amount of $155,000. This is for HIV expanded services grant, also funded through New York State Department of Health. This grant helps those infected with HIV/AIDS who may not be receiving medical care.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 110.

MS. LAURAIN: Item 110-16 is a supplemental appropriation in the amount of $145,955. This is for drinking water enhancement program. This is funded through New York State Department of Health. This ensures the safety of the 46 water districts in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I'm just

curious. With this and with 105, do you have a regular schedule that you check the beaches and you check with the water districts? Is it monthly or?

MS. LAURAIN: 105 is the beach monitoring program.

LEGISLATOR DeRIGGI-WHITTON: Yeah.

MS. LAURAIN: We begin that program, actually I said May but it's actually April we begin our surveys. It's for every permitted beach in Nassau County.

The ocean beaches are a little less because of the amount of water and the volume. The north shore beaches, we're up there a few times a week and after heavy rain it may even be more frequent. After a half inch of rain we will advise the beaches that they may not want to open.

LEGISLATOR DeRIGGI-WHITTON: So it's safe to say the beaches on the north shore are checked once at week, at least.

MS. LAURAIN: More than once a week. I would say, at a minimum, twice a week.

LEGISLATOR DeRIGGI-WHITTON: Okay. And

as far as the water districts go, do we have a regular schedule with checking the water?

MS. LAURAIN: The water districts, we analyze and review over 200,000 to 300,000 reports annually. The water districts provide their own sampling and they must submit it to the Department of Health for analysis, and then, in addition, we conduct our own surveillance samples throughout each district.

LEGISLATOR DeRIGGI-WHITTON: Do you do that in a separate lab?

MS. LAURAIN: We do that - the water districts use their own labs, and then we do our own in our laboratory.

LEGISLATOR DeRIGGI-WHITTON: Okay. Thank you.

CHAIRWOMAN WALKER: Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. Just in reference to the drinking water enhancement, in light of the activities taking place in Flint, Michigan, Pennsylvania, Newark, etcetera, and the fact that we have the issue in Bethpage with the Grumman plume. Where can someone get maybe the

information or if there is some type of alert that the public needs to be aware of ahead of time. How has your operation changed in light of the water crisis that's taking place nationwide?

MS. LAURAIN: The water district is required to immediately provide notification to their constituents should there be any concern with the water, whether it be an e-coli or some type of bacteria. They are required to do immediate notification. And we are very fortunate that we have not had to do that in a while. I've been with the department 26 years, and I can only remember a few times having to do that, fortunately.

CHAIRWOMAN WALKER: I know the water districts will even notify us if, for some reason, say they're flushing the hydrants or whatever and it could cause the water to be discolored. They notify you even for that. I know they're very, very good about keeping the residents informed.

MS. LAURAIN: And the spring is when they do flush because in the winter the water volume is not as much water is used. Also, all

the water districts are required to provide an annual drinking water survey to their constituents; that usually goes out I believe in May. I believe it goes out with the water bill.

CHAIRWOMAN WALKER: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman.

I have questions along the lines of the testing and notification to community as well.

Are the water districts required to provide you a copy of their notification to community when there is an issue?

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: I guess my concern is that --

MS. LAURAIN: To the Department of Health?

LEGISLATOR BYNOE: Yes.

MS. LAURAIN: Yes.

LEGISLATOR BYNOE: Okay. My concern is that out in Lakeview, Malvern, Lynbrook there has been an ongoing problem regarding iron in the water and a severe discoloration, quite frankly. While the Department of Health has stated that

the water is of good quality and can be consumed and be used by those residents, it's alarming. It has a significant quality of life issue. People will not drink that water. They are, in fact, going out to buy water to do everything under the sun, except, obviously, to wash their clothes because there is no way to add water to your machine in that way. But their tiles, their bathroom fixtures are becoming discolored. The expense of spending the money to buy water. Quite frankly, they're bathing in this water and they don't feel comfortable.

I've been in contact with American Water. I've had a meeting in my community regarding this issue. I want to know, number one, why American Water had not actually reached out to the community. If you have proof that they have, I'd like to have a copy of it.

MS. LAURAIN: Iron is not something that would require that notification. Iron, while it's an aesthetic issue, it doesn't pose a health concern so that wouldn't be a requirement of the water. But the water is safe to drink. I can tell you it's much more regulated, highly

regulated. I drink the water. Personally, the bottled water is not regulated the way our tap water is.

LEGISLATOR BYNOE: So you're drinking the discolored water?

MS. LAURAIN: I have. I drink my tap water. I know it's an aesthetic issue for people. I agree with them that they shouldn't have to have discolored water. I know the water district is installing an iron filtration system which should alleviate that.

LEGISLATOR BYNOE: That's a good point. I'm understanding that even for the water that's been provided to the community in Lakeview that they are waiting, I guess, an approval from the Department of Health so for a water filtration system that they are going to have.

MS. LAURAIN: The Department of Health I believe approved that system in January; I'd have to get -- I think you spoke to Mr. Irwin, who is the Director of Environmental Health.

LEGISLATOR BYNOE: I believe I did. And I received an update from American Water as late as Friday saying that American Water was waiting

for the Department of Health to make an approval and they were hopeful that it would arrive by April 15.

MS. LAURAIN: Let me just see if I have the email of when that was approved.

The construction of the additional filters in the Lakeview communities was approved by the Department of Health January 16, 2016.

LEGISLATOR BYNOE: Give me one second, if you wouldn't mind.

MS. LAURAIN: But I can certainly have you speak to Mr. Irwin again about that.

LEGISLATOR BYNOE: I think that would probably be best. I know it's not just the Lakeview community. While I'm advocating for Lakeview in particular, it is -- there are other areas that are actually affected by this. I think the real resolve is to replace the mains, from what I'm understanding.

MS. LAURAIN: Iron is naturally occurring in the environment. I want to say it's probably ubiquitous in the environment. You see it more on the south shore because of the way Long Island is composed. You see it much more on

the south shore than you do on the north shore.

LEGISLATOR BYNOE: And just for reference, so that when Mr. Irwin calls, it's Plant Number 2 and it's the potable iron removal treatment plant.

MS. LAURAIN: The potable water, it is called -

LEGISLATOR BYNOE: And it's awaiting approval. That's what's supposed to give some relief to those families.

MS. LAURAIN: Yes. It will filter it out. I know there are other water districts also installing.

I spoke to Mr. Irwin this morning about it, and he did tell me that it was approved on January 16. So I will speak to him again, tomorrow, and have him give you a call.

LEGISLATOR BYNOE: Okay. Thank you.

MS. LAURAIN: You're welcome.

CHAIRWOMAN WALKER: Any other legislators?

(No verbal response.)

Any other public comment?

(No verbal response.)

I believe that was 110.

MS. LAURAIN: Yes, 110.

CHAIRWOMAN WALKER: Clerk Item 113-16.

MS. LAURAIN: Clerk Item 113-16 is a supplemental appropriation in the amount of $23,764 for the Adolescent Tobacco Use Prevention Act. This is New York State Department of Health grant funded. This is an additional COLA award. Total funding after this award is $320,068. This program allows us to conduct certification checks to tobacco retailers in the county and complies with the Tobacco 18 Law.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: I would just want to know what else is being done. I wouldn't want to have to do a research study, but it is clear that there is a growth in the percentage of young people who are smoking cigarettes. I don't know if just checking to see who is buying them at the stores or 7-11 is enough. I'm just asking is there something else tied to this program or is

this specifically for this particular aspect?

MS. LAURAIN: State grant funds only allow us to do certain. Of course, when we go out and do education, we are health care providers so we discourage smoking among anybody. We do have a 96 percent compliance rate. We sting all the retailers in the county using 16, 17 year olds.

CHAIRWOMAN WALKER: Any other comments?

(No verbal response.)

Clerk Item 114-16.

MS. LAURAIN: Item 114-16 is a supplemental appropriation in the amount of $18,784. This is for our rabies programs. This is New York State Department of Health funded, and this objective, primary objective is to prevent the spread of rabies in Nassau County.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

I just would like to take a minute and thank you for the information, notifying myself

and Legislator Schaefer right away in regards to - I'm sure that many of you saw that there was a rabid raccoon in the Hicksville community.

MS. LAURAIN: I could add to that. Since that notification, I believe it was last month sometime, we have enhanced our surveillance in a radius of where that animal was found, and we probably submitted 40 specimens or so to New York State Department of Health, and thus far all have been negative. We're hoping that continues.

CHAIRWOMAN WALKER: Thank you.

Clerk Item 117-16.

MS. LAURAIN: Item 117-16 is a supplemental appropriation in the amount of $16,751. This is for the lead poisoning prevention grant. This is a COLA award. Total funding after this award is $215,176. This is grant funded through New York State Department of Health. It is to reduce the prevalence of blood lead levels in children.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Clerk Item 118-16.

MS. LAURAIN: Item 118-16 is a supplemental appropriation in the amount of $198,425. This is also for the childhood lead poisoning prevention grant, the one I just spoke about. This is grant funded through New York State Department of Health.

CHAIRWOMAN WALKER: Any questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Hearing none, we'll vote on Clerk Items 104-16, 105-16, 106-16, 107-16, 109-16, 110-16, 113-16, 114-16, 117-16, and 118-16.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They move on to Finance.

(Whereupon, the following are the minutes of the April 11, 2016 Public Safety Committee meeting pertaining to Clerk Items 108, 111, 112,

and 115-16.)

The first item to come before this committee is Item 108-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Division of Forensic Services.

Motion from Vincent Muscarella, seconded by Denise Ford.

Mr. May is here.

MR. MAY: How are you? Again. Again. I came back for more, both today and globally, I guess.

We have Ms. Karen Dooling to speak on this item.

CHAIRMAN DUNNE: Thank you very much. Just a thumb nail sketch of what this is about.

MS. DOOLING: Sure. This is a $7,000 no-match grant from the Division of Criminal Justice Services. It will be used for the crime lab, for the chemistry department to expand their services and the ability to test more drugs. It will be for supplies and overtime for chemists.

CHAIRMAN DUNNE: When you say no match, it means it's coming from where?

MS. DOOLING: New York State, Division of Criminal Justice.

CHAIRMAN DUNNE: It's pass-through money then.

MS. DOOLING: Yep.

CHAIRMAN DUNNE: Okay. Any questions from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next item to come before us - there are two items coming.

111-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety Board.

In addition, 115-16, an ordinance supplemental to the annual appropriations ordinance in connection with the Traffic Safety

Board.

And we have?

MR. MISTRON: Christopher Mistron, Stop DWI Coordinator, Nassau County.

For Number 111 -

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Don MacKenzie.

Chris, it's all yours.

MR. MISTRON: Number 111 is a grant. It's a pass-through grant that comes from the governor of Traffic Safety Committee to the New York State Stop DWI Coordinator's Association. It's called the DWI Foundation Grant. It's for special holiday enforcement that is for all the departments within Nassau County. Specifically, we've geared for July 4, Labor Day, Memorial Day, and some of the departments also do some of the smaller ones like St. Patrick's Day, which is not a smaller one. These are just special holiday details for holidays.

CHAIRMAN DUNNE: Legislator Ford has a comment. I thought you wanted to comment on it.

LEGISLATOR FORD: As always, I thank you very much. Honestly, Chris, thank you very much.

I know that these programs are very, very important. All too often we're still reading about people who are dying because of drunk driving. I think we had a senior couple, I guess, further east, where somebody was drinking, hit a car, and they got hit. So any effort that can be made.

I thank the officers that do stands out in all kinds of weather, regardless, stopping a lot of people and just trying to check to make sure that they are not impaired while they're driving.

Thank you.

CHAIRMAN DUNNE: Any other comments from any of the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor of 111 indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously and goes on to

Finance.

115.

MR. MISTRON: 115 is for the regular - I'm sorry. Was there a motion on that one?

CHAIRMAN DUNNE: It's already been motioned.

MR. MISTRON: 115 is for the Stop DWI program itself. It's a continuous grant program of sorts from year to year. It's fully funded from the fine monies collected for those convicted of DWI. It has several components to it the way in which it is outlined. The major one is for enforcement purposes. Second, monies are provided to the district attorneys for the prosecution of DWI specific cases. Third, we have monies that are provided to the probation department for purposes of monitoring those that are convicted of DWI. We also have a component within the program that provides money to drug and alcohol for working on rehabilitation programs with individuals that have been convicted, as well as administrative education programs that go into everything from the schools into the community as well as the administration

of the program.

CHAIRMAN DUNNE: Any questions from any legislator?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The last item for today is Item 112-16, an ordinance supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

Mr. McManus.

MR. MCMANUS: Thank you. Bob McManus, District Attorney's Office.

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Vincent Muscarella.

My apologies. Go ahead.

MR. MCMANUS: The Nassau County District Attorney's Office has been nominated by the

1 American Society for the Prevention of Cruelty to
2 Animals, the ASPCA, to be a recipient of the
3 fifth annual ASPCA Scholarship Fund Grant Award.
4 This grant award will enable one of our
5 special investigators, someone who is assigned to
6 animal cruelty cases when they do come up, to
7 attend the animal care expo in Las Vegas from May
8 11 through May 14 of this year, to join more than
9 2,000 animal care experts and law enforcement
10 professionals from around the globe to learn new
11 skills and strategies to combat animal abuse and
12 cruelty and to investigate crimes related to that
13 issue.
14 CHAIRMAN DUNNE: There is no excuse to
15 cruelty to animals or cruelty to anything or
16 anybody.
17 Any questions from any of the
18 legislators? Yes. Legislator Bynoe.
19 LEGISLATOR BYNOE: Thank you, Chairman
20 Dunne.
21 One quick question. Does this cover all
22 the costs associated with the travel?
23 MR. MCMANUS: It covers the hotel and the
24 airfare. I think it depends on the individual.
25

It's supposed to cover meals, airfare, and hotels. If the individual wants to buy souvenirs or that kind of thing -- let's put it this way. I'm sure the investigator is going to have to spend some of her own money. I think she's very proud to be a part of this meeting.

LEGISLATOR BYNOE: Okay. Thank you.

CHAIRMAN DUNNE: Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

(Whereupon, the following is the continuation of the minutes of the April 11, 2016 Finance Committee meeting.)

CHAIRMAN NICOLELLO: Do we have any questions on the items that are before the committee?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

I'm going to ask for a motion to suspend the rules.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Mackenzie.

All in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended.

Item 134-2016 is a resolution authorizing the county executive to execute a grant agreement between the County of Nassau, acting on behalf of the Department of Parks, Recreation and Museums, and Museums at Mitchel.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

Any discussion as to this item?

(No verbal response.)

Public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It carries unanimously.

Item 137-16 is a resolution amending 448-2001, as amended, entitled "Designating Banks and Trust Companies for the Deposit of Monies Received by the County Treasurer."

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie.

Any comment?

(No verbal response.)

Any discussion?

(No verbal response.)

Public comment?

Legislator Curran.

LEGISLATOR CURRAN: On what basis was this bank selection made?

MR. MAY: I don't have the item in front of me. Which is the bank that's being added?

LEGISLATOR CURRAN: It is Suffolk County National Bank.

CHAIRMAN NICOLELLO: Item 137-2016. Mr. Jefferson is behind you.

MR. JEFFERSON: Hi. Good afternoon. Beaumont Jefferson, County Treasurer.

The selection of banks are made - from time to time you have banks who come to the - who call the treasurer's office and they are interested in doing business with the county. In order for us to make any deposits with a bank, they have to be on our approved list. One of the things that we look for is that they have a presence in Nassau County, also in New York, and we also review the bank's standings. We use a website to just verify that the banks are in good standing and they at least have a four start

rating, four or five star rating.

LEGISLATOR CURRAN: Thanks.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: Thank you. I was also questioning, in terms of the process by which this - that this took place. In addition to asking about the presence in Nassau County, what are the types of services that they are providing as it pertains to community reinvestment and things of that nature? It's like what is this overall.

CHAIRMAN NICOLELLO: Mr. Jefferson, I don't know if you heard Ms. Mereday's comments.

MR. JEFFERSON: Yes. The website that we use is borrowfinancial.com. We do look at the community reinvestment rating. On Suffolk Community Bank that's before you the rating is outstanding. That information is public information and that's one of the categories that we look at when we select banks.

CHAIRMAN NICOLELLO: Thank you.

MR. JEFFERSON: You're welcome.

CHAIRMAN NICOLELLO: Any other public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Item 142-2016 is an ordinance supplemental to the annual appropriation ordinance and to transfer appropriations heretofore made within to reconcile the county's financial records for the budget year of 2015.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

The item is before us.

Ms. D'Alleva, can you tell us what we're doing here.

MS. D'ALLEVA: This is a customary item that we do at the end of every fiscal year. It's basically produced by the county comptroller

pursuant to the Charter, Section 307, in terms of clearing all the negative balances by control center.

CHAIRMAN NICOLELLO: I noticed that some of the contract lines seem to have been over budget in 2015, including county attorney, IT, DPW. Could you tell us why that happened and whether the 2016 budget is any more realistic?

MS. D'ALLEVA: I think currently, during the month 13 process, the county attorney's office had some additional contracting invoices that they had to accrue for 2016 that were unforeseen. Those contracts were accrued for 2016 in month 13 that we weren't aware of, but they were accrued with the county comptroller's office for services that were rendered. According to accounting principles, we have to basically account for those services during the year.

CHAIRMAN NICOLELLO: When you say 2016 -

MS. D'ALLEVA: 2015, I'm sorry. '15.

CHAIRMAN NICOLELLO: Any other questions on these items? Legislator Curran.

LEGISLATOR CURRAN: Hi. About the FIT,

it's $2.87 million. Weren't we not withholding local government assistance from towns and villages for these shortfalls?

MS. D'ALLEVA: Those are the fourth quarter adjustments that we do make. The original appropriation - this has to do with the appropriation in the budget line. Because more students actually went to FIT there was a higher level of appropriation that was needed, and that's what this is dealing with.

LEGISLATOR CURRAN: So it was more than expected.

MS. D'ALLEVA: Yes.

LEGISLATOR CURRAN: Registration.

MS. D'ALLEVA: Yes.

LEGISLATOR CURRAN: Okay. Am I correct in my understanding that it was local government assistance from towns and villages?

MS. D'ALLEVA: Sales tax. Our local government assistance fourth quarter sales tax is netted for any outstanding balances that the towns have to remit to the county because we pay on their behalf.

LEGISLATOR CURRAN: Thank you.

I have another question about the eight million in retirement reserve. My first question is do you know how much has been deferred in pension expenses in general?

MS. D'ALLEVA: We've deferred approximately, since 2012, approximately $269 million.

LEGISLATOR CURRAN: And will this eight million go to cover some of that?

MS. D'ALLEVA: Yes. I would say we could use some of the eight million to prepay what we've deferred if we choose to.

LEGISLATOR CURRAN: Eight million to prepay.

MS. D'ALLEVA: Right.

LEGISLATOR CURRAN: But it hasn't happened yet.

MS. D'ALLEVA: No, it hasn't happened yet.

LEGISLATOR CURRAN: Okay. And all of these items, have -- so have any of them been done already?

MS. D'ALLEVA: I'm sorry. I don't understand.

LEGISLATOR CURRAN: Have they been paid out already?

MS. D'ALLEVA: Of?

LEGISLATOR CURRAN: Of all of the items on the list.

MS. D'ALLEVA: This item is to correct the balances of all the accounts in the 2015 budget. Yeah, some of them probably have actually been expended. I guess an example would be the DE contracts in certain venues that required additional appropriation could have been expended and paid through the comptroller's office. We would have to check. I'm not really sure.

LEGISLATOR CURRAN: Okay. My concern is what came up before, if this has been done before we approve it, of any of these items.

MS. D'ALLEVA: This is done customarily at the end of every year. So the comptroller's office has to clean up the negative balances. Because the legislature votes and adopts the budget according to appropriation by control center and object code, if any one of those control centers and object codes actually falls

short, the comptroller's office puts together this year-end board transfer so that they can give the trial balance to the auditors, in this case it's McGladdery, RMS or whatever they call themselves, and they can audit our books and issue a CAFR, a year-end CAFR.

LEGISLATOR CURRAN: Thanks.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment? I'm sorry. Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: On the FEMA fund it's 20,000; do you know what that's for?

MS. D'ALLEVA: 20,000?

LEGISLATOR DeRIGGI-WHITTON: 20,852.13, a transfer. The fund or the transfer, whatever you want to call it.

MS. D'ALLEVA: I believe this was for - oh, there was a shortfall in DD expenditures. I believe it was something to do with generators. They had appropriation left over in the salary line. Whatever they had appropriated, they didn't use that funding so they had used it and

they are expenditures for general expenditures on a PW that they have to cover.

LEGISLATOR DeRIGGI-WHITTON: So this item is including an appropriation for the 15 million funds received from New York State Office of Emergency Management and FEMA for Super Storm Sandy expenses.

MS. D'ALLEVA: Yes. What happened is that we were required to have a ten percent local match originally. FEMA was supposed to only reimburse us for 90 percent. Through the governor's office we were able to secure funding from CDBGR community block grant funding, so we were able to secure those funds but the ten percent local match, the county had sustained that local match through the major funds. So we had already - the $15 million is to ensure that we can transfer it back and make the major funds whole.

LEGISLATOR DeRIGGI-WHITTON: Okay. So we are getting reimbursement from FEMA -

MS. D'ALLEVA: We're getting reimbursement from the governor's office for our ten percent local match that we paid out.

LEGISLATOR DeRIGGI-WHITTON: And that's what we're using for these appropriations.

MS. D'ALLEVA: Yes.

LEGISLATOR DeRIGGI-WHITTON: Have all the other FEMA lines that have been extended been reimbursed already?

MS. D'ALLEVA: Currently, in total expenses, since 2012, we have about $208 million of expenses. I believe the county has received, in cash reimbursement, approximately $175 million. We have started to go through the closeout process with our project worksheets. We have not closed out any one project worksheet; so, therefore, there is a $33 million "balance" that FEMA would still have to pay us.

LEGISLATOR DeRIGGI-WHITTON: So we're still looking for 33 million. I'm surprised we're not using this 15 million towards that gap.

MS. D'ALLEVA: What gap?

LEGISLATOR DeRIGGI-WHITTON: The 33 million came out of -

MS. D'ALLEVA: It's a grant. FEMA said that they -- at this point we're being reimbursed for 100 percent of our expenses. We expended

$208 million. We will receive $208 million. We don't have a gap.

LEGISLATOR DeRIGGI-WHITTON: We just haven't received the 33 million.

MS. D'ALLEVA: The issue with the 15 million was because there was a ten percent local shared required match, the county had put up that money in previous fiscal years. That 15 million is actually coming to fund balance now.

LEGISLATOR DeRIGGI-WHITTON: I've asked this before. Can I possibly just get a written breakdown of what the 33 million that we're waiting for was pertaining to?

MS. D'ALLEVA: There are several project worksheets that were issued over the course of the three years. There's probably about 42 of them. There are many project worksheets. Don't quote me on that number. There are many project worksheets. But the balance is very little, it's maybe 15 percent of the total. We're doing very well in terms of cash receipts.

LEGISLATOR DeRIGGI-WHITTON: It's three and a half years later. I know. We've talked about it.

If I could just find out.

MS. D'ALLEVA: Sure.

LEGISLATOR DeRIGGI-WHITTON: I just want to see where it is that we're still hoping to get reimbursed.

MS. D'ALLEVA: The largest is probably our debris removal project worksheet, project worksheet 120. It's about $9 million that we're still owed on that.

LEGISLATOR DeRIGGI-WHITTON: Again, I would just like to see what it is just so we can have an idea going forward if there are any changes we should make to make it easier to get reimbursed should there be another situation like this.

MS. D'ALLEVA: The 15 million is our ten percent that we put in, which is actually a little less than ten percent but that's fine.

MS. D'ALLEVA: They're slightly behind. It's through 2014 expenditures. They're reviewing them. So we filled out applications to get reimbursed for our ten percent local match, and it's been through the 2014 applications, that's what that 15 million represents.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Legislator Curran.

LEGISLATOR CURRAN: Have these transfers been posted in the financial system?

MS. D'ALLEVA: I would have to - I believe that they may not have been approved in the financial system but it is initiated through the comptroller's office yes. They are transitioning to handing over the books or they have already handed over the books for the trial balance to the auditors to close out the year.

LEGISLATOR CURRAN: So that means that they are? They have been posted?

MS. D'ALLEVA: I'm not sure if it's posted and executed, but I believe that since they handed the trial balances over to the accounting firm, I believe they may be posted.

LEGISLATOR CURRAN: I think - speaking for the legislature as a body, it kind of renders us impotent if this is done before we get a chance to approve it.

MS. D'ALLEVA: It doesn't render you impotent at all. Basically, if you do not vote on this then we would have to reverse anything

that was done in the financial system. It's not an issue that way.

LEGISLATOR CURRAN: Okay. Maybe in the future, I don't know if everyone agrees with me, I think it would be good for us to be able to approve this before that happens.

MS. D'ALLEVA: I think by - not sure - by Charter - actually, the comptroller's office has to issue a CAFR by June 30. So this is kind of like March is - usually by March we have a year-end board transfer that we present to the legislature to vote on.

LEGISLATOR CURRAN: Okay. Fair enough. Thank you.

CHAIRMAN NICOLELLO: Thank you.

Any other discussion?

(No verbal response.)

Any public comment? Ms. Mereday.

MS. MEREDAY: Yes. My comment had to do with - unfortunately I don't have that information in front of me that you all do. Again, you are the stewards of my tax dollars. But having an operational background, just one thing that jumped out for me, because there are

so many contract requests in here for legal counsel, I'm just curious as to how many people actually work for the county attorney's office, how many outside contracts do we actually have that we're funding? There was no ripple even when - I'm sorry I don't remember your name - when the previous speaker mentioned that the issue about the county attorney invoices had to be paid, but it was over the budget because they were unaware - I believe that was actually the word - that they were unaware of these invoices but they had to be paid. And about three hours ago you were probably drilling the young woman that was speaking with regards to parks for the contract that needed a $25,000 increase for unforeseen expenditures that weren't their responsibility but it was for them to promote that to the residents. I'm unclear. Is it okay to reprimand the parks department for unforeseen circumstances that generated additional costs but it's a pass to not really get all that aggravated about county attorney, additional expenses from the county attorney's department for invoices that somebody was not aware of? I'm unclear.

CHAIRMAN NICOLELLO: Ms. D'Alleva, just clarify your comments earlier.

MS. D'ALLEVA: I think the difference is in the county attorney's office they already had contracts in place with the appropriate levels of funding and terms of the contract. It's just that when we were looking at the current obligation in December, December 31, when we were ending the year, to us it did not look at spent. But pursuant to that, they had had invoices that had come in for services that were rendered but they had the contracts in place to fund that.

Also, there are approximately, as of December there were 59 county attorneys in the county attorney's office, almost half of what was in the previous administration.

In terms of managing expenses and relating to taxpayers, I do feel that the county attorney has really done a phenomenal job in terms of really managing outside contracts, inside salaries, and headcount to actually give us the best efficiencies, in terms of spending.

CHAIRMAN NICOLELLO: Thank you. Appreciate it. Thank you, Ms. D'Alleva.

Any other public comment?

(No verbal response.)

All in favor of Item 142-2016 signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It passes unanimously.

The next three items are the executive session items.

100-2016 is a resolution authorizing the county attorney to compromise and settle the claim of plaintiffs, Joseph Butindari and Civil Service Employees Association, A.F.S.C.M.E. Local 1000, A.F.L.-C.I.O by its Local 830, as set forth in the action entitled *Joseph Butindari and Civil Service Employees Association, A.F.S.C.M.E. Local 1000, A.F.L.-C.I.O by its Local 830 v. County of Nassau*, Index No. 000589/14 pursuant to the County Law, the County Government Law, and the Nassau County Administrative Code.

The second item is Resolution 101-16, a resolution authorizing the county attorney to compromise and settle the action *Randy Hoskins*

a/k/a Randy A. White v. County of Nassau.

We have the addendum item, 143-2016, a resolution authorizing the county attorney to compromise and settle the claims of different utility companies, as set forth in various actions pursuant to the County Law.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

Those items are before the committee.

Legislator MacKenzie makes a motion to go into executive session, seconded by Legislator Walker.

All in favor of going into executive session signify by saying aye.

(Aye.)

The items are in executive session. All legislators are invited.

(Whereupon, the Finance Committee recessed into executive session at 4:23 p.m.)

(Whereupon, the Finance Committee reconvened at 5:25 p.m.)

CHAIRMAN NICOLELLO: We have several

items to vote on. First one is Item 100-16.

All in favor of Item 100-2016, which is the Butindari settlement signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That carries unanimously.

101-16 is the settlement related to Randy Hoskins a/k/a Randy White, all in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously.

The last one is the executive session item 143 relating to the utility companies.

Legislator DeRiggi-Whitton has a question. I'm sorry. Legislator Curran.

LEGISLATOR CURRAN: Hi. First thing, we didn't get a copy of the settlement agreement in the backup for this, and I'm wondering why we didn't.

MS. LOCURTO: I apologize, Legislator. I think it was just an oversight. It just didn't

get to you until today. We'll address that in the future.

LEGISLATOR CURRAN: Okay. Thank you.

I'm willing to vote yes on this to pass this through, but I would very much like to see that before the Full Leg in two weeks.

MS. LOCURTO: Absolutely.

LEGISLATOR CURRAN: Thank you very much.

Also, I have some questions for OMB on this, not legal. Oh, wait. I don't. Never mind. I'm sorry.

DEPUTY COUNTY EXECUTIVE NAUGHTON: We were ready, though.

LEGISLATOR CURRAN: Wait for the next one. Stay there.

CHAIRMAN NICOLELLO: That was weird.

LEGISLATOR CURRAN: I'm sorry. Sorry about that.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Not a problem.

LEGISLATOR CURRAN: Now that I've got you.

I'm not getting into the legal because I know we can't talk about that in public. But the

settlement for this, how are we going to pay for this?

DEPUTY COUNTY EXECUTIVE NAUGHTON: My understanding is that we're going to be using our litigation fund. The 2016 budget included approximately $20 million as an appropriation in the litigation fund to cover any potential judgments.

LEGISLATOR CURRAN: So that won't cover it though, $20 million.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I don't know how much I can say about the payment.

MS. D'ALLEVA: I don't want to have to go into executive session.

LEGISLATOR CURRAN: Okay. Fine.

MS. D'ALLEVA: It's a total dollar amount. How it will be paid - there is sufficient monies in the litigation fund to cover the entire amount.

LEGISLATOR CURRAN: Okay. Fair enough. You're right.

My concern is with the other towns, we're currently dealing with the other towns with similar kinds of cases and I'm worried there will

not be enough money to pay everything that we have to pay coming down the pick, with Hempstead and North Hempstead.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I think my only statement to that would be we would address it if there is some type of settlement with those. We may also be litigating those cases.

LEGISLATOR CURRAN: Right. Can we talk about how much is due in pending judgments currently being litigated in regard to this sort of judgment, this sort of case with the Town of Hempstead?

MS. LOCURTO: With the Town of Hempstead, we have between actual judgments that have been reduced, it's approximately 25 million. Of those that have not been reduced to judgment, it is significantly higher. We've estimated a substantial amount for those in excess of the 25 million that just have been reduced to judgment to date.

LEGISLATOR CURRAN: Okay. Because to me this is a budget issue. I'm worried that these settlements will put at risk, if they have to -

if the litigation fund is depleted it will have to come out of operating funds and that could put a hole in our budget for other programs.

DEPUTY COUNTY EXECUTIVE NAUGHTON: I will state that we have sufficient funds in our litigation fund, and it will not deplete the entire fund.

LEGISLATOR CURRAN: So you're confident that the litigation fund would cover this and perhaps other towns as well?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Without knowing how much those other towns would be, I don't know. Clearly, that could also be part of the negotiating factor, how much money you have available to settle with.

LEGISLATOR CURRAN: Okay. Just another question. I don't know if this is an OMB question. I'm just wondering if it's fair to settle with the Town of Oyster Bay before we know what we have to do with Hempstead and North Hempstead.

MS. LOCURTO: I think any time that the county has an opportunity to settle a case that is favorable and in the best interest of the

county, it is what the county - it is what we would recommend for the county to do. I can't say for certain but it may help us bring resolution to these cases that have been ongoing for over 15 years. So creating certainty and bringing an end to litigation that only has created substantial liability, potential liability for the county, I think it's overall a good decision, and that's why we're recommending settlement.

LEGISLATOR CURRAN: From what I understand, this was filed on Friday.

MS. LOCURTO: Yes.

LEGISLATOR CURRAN: I'm wondering why this is being rushed. Here we are on Monday and we're being asked to vote on this so quickly.

MS. LOCURTO: I think once the opportunity for a real settlement was reached and struck by all the parties, I think we wanted to bring it to the legislature as soon as possible to cut off, if you will - I don't want to go too much because we discussed it broadly in executive session. These judgments do carry interest on them. I don't want to say too much in the public

forum. But that is a savings. If the settlement presents a savings to the county.

LEGISLATOR CURRAN: I see that point.

Back to OMB. I am very worried, because this is the Finance Committee, just from the budgetary point of view that we're not going to blow a hole in our budget with these sorts of things since we're not going to be using bonded money for them, obviously, and that the litigation fund would cover - I'm not going to talk about any amounts - but hypothetically could cover these sorts of things going forward.

DEPUTY COUNTY EXECUTIVE NAUGHTON: The administration is very comfortable that we have sufficient funds in our litigation fund to address this settlement. I think you have to address each potential settlement as they happen.

LEGISLATOR CURRAN: Okay. Thank you.

CHAIRMAN NICOLELLO: I just wanted to say they are all very good points raised by Legislator Curran. But I think if we have, what I consider to be, a very favorable settlement before us, I would not want to lose that settlement by delaying a decision on this.

Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: Is it possible to get a list of all the garbage districts and copies of all -- that are litigating just to see where we are and what the status is for each one?

MS. LOCURTO: Legislator, we can provide that list.

LEGISLATOR DeRIGGI-WHITTON: Could we have that before Full Leg?

MS. LOCURTO: On the 25th, certainly.

LEGISLATOR DeRIGGI-WHITTON: Again, I'm stating also that we really need a copy. I'm not going to vote for this because I have not seen a copy of the decision - settlement, rather, and I don't, you know, I don't even know what the terms are. I haven't read it and neither has my counsel. You have to provide us with this information. Something that's this much money can't be an oversight. It's a very important part of our day. You can't neglect to give us the information.

MS. LOCURTO: I appreciate that, Legislator. And I believe everything that was

discussed in executive session outlined all the terms of the settlement. If you have any questions, I'd be more than happy to address them in executive session again and go through it with you.

LEGISLATOR DeRIGGI-WHITTON: No. I would like to just read it. I appreciate your efforts, but we really have to have it in hand before we can vote on it because nothing is recorded in executive session.

CHAIRMAN NICOLELLO: So we will have that by the Full Leg.

LEGISLATOR DeRIGGI-WHITTON: Can I just ask Maurice to come up, please? Maurice, Mr. Chalmers, let me apologize.

MR. CHALMERS: Maurice Chalmers, OMB.

LEGISLATOR DeRIGGI-WHITTON: Maurice, can you give me your most recent account for the balance that we have in the litigation settlement account?

MR. CHALMERS: It's approximately $20 million for the 2016 budget.

LEGISLATOR DeRIGGI-WHITTON: And what is it today?

MR. CHALMERS: I could check for you. I would probably guess it was close to 20 million. I can check and give you an exact amount.

LEGISLATOR DeRIGGI-WHITTON: Do you know how much of that has been obligated already?

MR. CHALMERS: I would have to check and get back to you and tell you the exact amount.

LEGISLATOR DeRIGGI-WHITTON: That's a different amount from what I heard.

MS. D'ALLEVA: Currently, we're showing in the current obligation is around 18. We also have other settlements that are paid through payroll that are going to be moving over. What we will be having available is approximately 15.

LEGISLATOR DeRIGGI-WHITTON: That's the number I heard, 15. So we have 15 million available. Alright.

LEGISLATOR CURRAN: One more quick one. Thank you.

With the litigation fund this could cover, hypothetically, these sorts of things. But what if there are other suits and damages that are unrelated to this, other kinds of suits and damages? Are you confident that those could

be covered as well?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Yes.

LEGISLATOR CURRAN: Can you explain, excuse my ignorance, how it is replenished?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Sure. The fund is generated by either surpluses that we anticipate generating during the year, and then we move the money into the fund.

LEGISLATOR CURRAN: Surpluses.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Right. Because what we are trying to do is build so that we're not borrowing for these types of expenses.

LEGISLATOR CURRAN: Right. So you're confident that the litigation fund, we would get enough in surpluses to cover this sort of thing plus any other suits and damages that we might not predict, that we don't know, that come from left field.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Correct. We've been in consultation with the county attorney's office, looking at things that they think they may settle during the year, and we feel that we have sufficient funding.

LEGISLATOR CURRAN: Okay. Thanks.

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Good evening. So on replenishment, you said it's replenished using surplus funds, correct?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Correct.

LEGISLATOR BYNOE: So on Item 142-16, where we did the transfer, anticipating that we'd be settling this case and that fund would be close to being depleted, why didn't we consider moving some of these surplus funds into the litigation fund?

DEPUTY COUNTY EXECUTIVE NAUGHTON: As I stated earlier, the 2016 budget, you, actually as a body, voted to appropriate $20 million into the fund.

LEGISLATOR BYNOE: Okay. Based on the settlement, we're going to work through a good portion of that, right?

DEPUTY COUNTY EXECUTIVE NAUGHTON: That is correct.

LEGISLATOR BYNOE: So we just did some transfers and I'm wondering why we didn't

consider moving anything into that account based on the fact that we knew we were going to work through a considerable amount of what's currently existing.

DEPUTY COUNTY EXECUTIVE NAUGHTON: It's not necessary at this time. And as the year goes on, if we feel that we need to add more money to that fund at that point we will do so.

LEGISLATOR BYNOE: Knowing that we have two other entities, both North Hempstead and the Town of Hempstead, we think the remaining funds are going to take care of those?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Again, each settlement will be handled on its own merits, and it depends on what is negotiated.

LEGISLATOR BYNOE: Okay. You'll be back.

CHAIRMAN NICOLELLO: I just have one brief comment and then we can vote on this, which is simply that it is completely ridiculous to me that the county guarantee applies to this case, but that's not something that's my call, it was decided by a judge. It's completely absurd, and I think we all agree with that.

In any event; all in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Abstaining?

(Abstain.)

Five-zero-two. Five ayes, zero nos, and two abstentions. Legislator Curran voted for it.

(Whereupon, the following is the minutes of the April 11, 2016, Veterans and Senior Affairs pertaining to Clerk 141-16.)

There is one item on the addendum today, which is Clerk Item 141-16, which is a Local Law to add Title 82 to the Miscellaneous Laws of Nassau County in relation to ensuring service-disabled veterans have greater participation in county contracts.

May I have a motion?

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR DUNNE: Second.

CHAIRMAN GAYLOR: Muscarella and Dunne, second by Dunne.

The item is before us.

Do I have anyone here from the administration here to speak on behalf?

MR. MAY: Yes, Mr. Chairman. I'm going to speak on behalf of this item.

This is a Local Law proposed by the county executive to help the veterans in our county establish or better participate in the contracts process of Nassau County. It creates a service-disabled veterans program which is similar in concept to the MWBE program that we have, based off of state legislation that was passed in 2014. And state certified veteran-owned businesses will be, you know, contacted during the bid process to let them know that there are county contracts available and make any best efforts on behalf of the county to get them involved in the contract process.

LEGISLATOR DUNNE: Through the Chair.

CHAIRMAN GAYLOR: Legislator Dunne.

LEGISLATOR DUNNE: I want you to relay back to the administration that we appreciate this. We've been fighting for this for a long time. We've been asking and asking that it be included. I, being a disabled veteran myself, I

have a lot of friends that are disabled veterans who own businesses and could be doing work with the county. If they just had a little bit of a leg up, they might be able to get in. The state legislation provides for that. I appreciate it.

We always have to look to make it better. This is step one. Let's secure this and then we will go from there.

Please let Mr. Mangano know that we appreciate that we're opting into this. It has my full support.

MR. MAY: Excellent. I'll let him know. And thank you for all of your support.

CHAIRMAN GAYLOR: Legislator Solages.

LEGISLATOR SOLAGES: Thank you very much, Chair Gaylor.

Good afternoon, Mr. May.

MR. MAY: Good afternoon.

LEGISLATOR SOLAGES: Is there a particular percentage, goal of contracts that will be awarded to this new category of service-disabled veterans?

MR. MAY: I believe the goal is six percent, but of course that's just a baseline.

As the program goes, we will seek to expand that, as appropriate.

LEGISLATOR SOLAGES: Six percent of what?

MR. MAY: Excuse me. I believe it's six percent of all county contracts.

LEGISLATOR SOLAGES: Of the value of all county contracts or just a number?

MR. MAY: I believe it's just a number, but I hear what you're saying and it's something we could certainly look into.

LEGISLATOR SOLAGES: Yes. I just wanted to be more clear.

MR. MAY: I understand. You're trying to clarify. When we say six percent, six percent of what? I understand. There could be a huge difference between six percent of a number of contracts and six percent of the value of contracts. I hear what you're saying. This is the start of the program. We can certainly evaluate when we go on to see if we are reaching the goals that we want to reach. Just having six percent of the contracts may not be enough. We may want to look at six percent of the total

value of contracts.

Again, this is the very ground floor of this program. Like I tell the people who work with me at my other job at the TLC, everyone is in at the ground floor. We have the opportunity to work through issues at the start. That's where we are with this, just right at the beginning.

LEGISLATOR SOLAGES: Understood, sir.

In addition, you know, this is all - these are all great goals. I agree with my colleague, Legislator Dunne, that we need to do more for our veterans. But what's important here is how we do this. And who will be responsible for monitoring this?

MR. MAY: The Office of Minority Affairs is tasked with monitoring this program and implementing it.

LEGISLATOR SOLAGES: So they will be charged with the best efforts initiative, I guess.

MR. MAY: Correct.

CHAIRMAN GAYLOR: If I may.

LEGISLATOR SOLAGES: Of course. Yes,

Mr. Chairman, of course.

CHAIRMAN GAYLOR: The Office of Minority Affairs also monitors the contracts pertaining to minority-based woman enterprises?

MR. MAY: Yes. They will be doing similar work to the existing MWBE program, which is why we felt it was most appropriate to task that office with this Local Law.

CHAIRMAN GAYLOR: Okay. Good.

LEGISLATOR SOLAGES: Thank you.

LEGISLATOR BIRNBAUM: I have a question.

CHAIRMAN GAYLOR: Go ahead.

LEGISLATOR BIRNBAUM: This six percent, how does it compare to the others? Is there a set percentage for women and minority, in terms of numbers of contracts or values of contracts?

MR. MAY: I don't know. Let me turn to my counsel here to see if he has an answer. The answer is we believe six percent as well.

LEGISLATOR BIRNBAUM: That number is the same as the others?

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: This is just to possibly increase the amount? Are we saying in

the past that we don't know if the number has even been close to six percent?

MR. MAY: Which number close to six percent?

LEGISLATOR BIRNBAUM: For the veterans.

MR. MAY: We haven't studied it. This is a new program.

LEGISLATOR BIRNBAUM: So we don't know what the number has been all along?

MR. MAY: We haven't delineated it, in terms of this program because this program hasn't existed. So as we get information on the program, we will be able to see. You have to understand --

LEGISLATOR BIRNBAUM: Statistics haven't been kept. Is that what you're saying, we don't know?

MR. MAY: Yes. But I want to be very hesitant to how I say yes to that. It's not that these numbers existed and we haven't tracked it. This program, under state law, only recently came into existence. The state law was passed in 2014. The state is responsible for determining which business qualifies or is certified as a

service-disabled veteran business. So this is all brand new. It's not like we had a number of these. To put it differently, we didn't know this class of business under the law because it did not exist before.

LEGISLATOR BIRNBAUM: Got it.

MR. MAY: So that's why we don't have a number to track. It's not that we were just ignoring the issue. The designation is new.

LEGISLATOR BIRNBAUM: It's a similar endeavor to the others.

MR. MAY: Correct.

LEGISLATOR BIRNBAUM: So this is a new category that we're going -

MR. MAY: Correct.

LEGISLATOR BIRNBAUM: to be. Okay. Are we hopeful that this office will be tracking it? Is that the idea?

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: The Office of Minority Affairs will keep track.

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: We'll get clarification of whether it's the amount of

contracts or the value of the contracts.

MR. MAY: Yes, we can certainly clarify that.

CHAIRMAN GAYLOR: If I may, Mr. May. I think the way that the local law is written is that it's a percentage of the contracts, not the dollar value. It's the number of contracts.

MR. MAY: Correct. Correct.

CHAIRMAN GAYLOR: Okay. And this six percent is in addition to any other percentages that are already applied for minority or women based businesses, correct? It's not being lumped in with the same six percent.

MR. MAY: That is correct. This will be a discreet number.

CHAIRMAN GAYLOR: What I would like to do is publicly thank the minority, and especially Legislator Laura Curran who has been working with me for the last three or four months to try to get this before the committee. On behalf of all of on this side, we thank all of you on that side as well to make this happen, as well as the county exec.

MR. MAY: Thank you. We certainly

appreciate it. It's very nice when everyone is working cooperatively towards these same goals. A lot of good things can get done.

CHAIRMAN GAYLOR: Legislator, a question up here.

MR. MAY: We already said thank you to everybody.

LEGISLATOR DeRIGGI-WHITTON: It's not over. I think you're happy to be back, I might be wrong.

MR. MAY: It is a lot of fun being here. I shouldn't say that on the record, they may hold me to it.

LEGISLATOR DeRIGGI-WHITTON: I know we're harping on a minor detail, but we want to make sure it goes smooth.

The six percent participation rate of state certified business on county contracts is what's in the backup - in the resolution, rather. What is the participation rate? How would we be able to clarify that?

MR. MAY: It would just be six percent of the total amount of contracts in the county. I could take a stab at it. Typically, our

contracts, you see the bulk of them, in terms of the A, B, or E contracts. Any given year it's about 500 contracts. Then there are the blanket resolution contracts, which are typically social services contracts. I'm going to say conservatively there are probably about 700 contracts that the county enters into on an annual basis. Whatever six percent of that is.

LEGISLATOR DeRIGGI-WHITTON: Forty-two.

MR. MAY: There you go.

LEGISLATOR DeRIGGI-WHITTON: Do we have any way of an update per quarter just to make sure we're kind of on goal. For instance, what if we are falling short at that number? Do you have any idea of what we should do?

MR. MAY: Again, it's the ground floor of a new program and a new process. We're not going to know if we've even hit those targets for probably a full year after the program is in place. Then once we have that in place, we can start an analysis of if there was a shortfall why. First thing we have to do is we have to work off the state certified disabled veterans business list. And then we have to see how many

people have received bids, how did they receive the bids? Why didn't they respond to the bids? There will be a whole series of questions that would have to be asked, and it's really premature at this point to say what happened. Why didn't we meet our goals when we haven't actually had the opportunity to attempt to achieve the goals? I think it would be more apt for this body to ask the county executive a year from now, a year and a half from now, whether it's this committee or this body as a whole, to say, hey, we'd like a report on how you're doing.

Again, I think it's premature now. We haven't even started.

LEGISLATOR DeRIGGI-WHITTON: Just getting back to what the chair mentioned. Is it the six percent in addition to what's already the baseline? We don't even know what the baseline is, right, because we don't keep track of it. So I don't know how we can be reassured that it's above what we have now if we don't know.

MR. MAY: I think the chair was asking is the six percent, in addition to the MWBE goal, and the answer to that is yes. Again, we would

still have to have the program in place, operate it, and then do an analysis on our first year numbers. It would be like anything else. If we were a private company and we were doing sales and put a new product out, how do you know what you're going to sell? You don't. You put it out there, see what the numbers are the end of the year, and then analyze why you hit your targets or you didn't hit your targets.

LEGISLATOR DeRIGGI-WHITTON: Are we going to give preference to anybody that is a veteran-based company when we're going out to bid? Are we going to ask that question in our RFP or anything?

MR. MAY: I don't know that we can do that.

LEGISLATOR DeRIGGI-WHITTON: I don't know if we can, to be honest.

MR. MAY: I don't think we can add points to somebody's RFP based on their status. I think the idea for getting these numbers in is to reach out to these businesses in the first place. It may be that they are newly established businesses who aren't familiar with the process.

I don't know that we can do that.

LEGISLATOR DeRIGGI-WHITTON: Do you know how many businesses that are state certified at this point? Do you know how many there are?

MS. MEREDAY: There are about 35 service disabled veterans businesses, and most of them are not from New York State. I happen to be an expert.

MR. MAY: I'm not going to testify on her behalf. So the number that I'm hearing from the audience is 35. I have no way to confirm that right now. I could look at the Department of State website and see what the numbers are that they have certified. And as counsel is reminding me and as I mentioned before, this is a new program for the state as well. The law was signed into effect at the end of 2014, so they are just getting their ducks in a row.

Again, this is a brand new program for everybody.

LEGISLATOR DeRIGGI-WHITTON: I think it's great and I'm hoping - I really want to follow through with it. If it's true, I've also heard that the number is low. To find these

companies, I don't think we can give them special preference, as far as RFPs are involved. I'm just hoping we can reach our goal because it's sort of set up that if the companies are not, you know, known to us and are not local and for them to come as lowest bid and hit all the other qualifications, it just seems like a good effort.

MR. MAY: Play that scenario out. Say there are only 35 disabled veteran service companies, and let's say all of them get contracts with the county but we need to hit 46 in order for it to be six percent. We know the answer. Why didn't you reach six percent? Because there are not enough certified companies to make that number. These are all hypotheticals.

LEGISLATOR DeRIGGI-WHITTON: I know.

MR. MAY: We would have to run the program and see the result at the end of at least the first year.

LEGISLATOR DeRIGGI-WHITTON: I'm just trying to analyze it going forward. It just looks like our pool is very small. We legally probably can't give any special preference. I

don't know what our number is going in. I haven't heard any good feedback, as far as our history with using veteran companies.

MR. MAY: I don't know that the distinction was every made under state law. Once again -

LEGISLATOR DeRIGGI-WHITTON: We don't know.

MR. MAY: Right.

LEGISLATOR DeRIGGI-WHITTON: We don't know where we're starting from. We know the pool is going to be small, and there's really nothing we can do to legally promote.

MR. MAY: It's a program that started last year, so we can assume that the number previous to this, as far as the category, legal category goes, was zero. Presumably, we can only go up from there. Again, at the end of a year or two of operation of this program, we will have better numbers and better information. Remember, as this program goes on, the state is going to certify more and more companies.

LEGISLATOR DeRIGGI-WHITTON: Right.

MR. MAY: I understand your concern, but

I don't know that it's necessarily appropriate at this time.

LEGISLATOR DeRIGGI-WHITTON: I'm not even really worried about this. I'm just saying the six percent might be high for right now.

MR. MAY: It might be high. But let's challenge ourselves and get it done.

LEGISLATOR DeRIGGI-WHITTON: I hope we are successful with it.

MR. MAY: Me too.

LEGISLATOR DeRIGGI-WHITTON: Okay.

CHAIRMAN GAYLOR: And so the six percent matches the state suggested goal as well, correct?

MR. MAY: That is correct.

CHAIRMAN GAYLOR: Do we have any public comment? Ms. Mereday, the floor is yours.

MS. MEREDAY: Thank you. Finally. Finally. And as I said earlier, this is a start. But, yes, I do happen to have extensive background in business development as it pertains to diverse suppliers, including minority, women, veterans, disabled, local businesses, etcetera.

To answer some of the earlier questions

and concerns. The federal mandate is only three percent as it pertains to service-disabled business, service-disabled veteran businesses, and that's not by the number of contracts. Again, you can't say contracts because you don't know what the contract is for, you don't know what industry specific it pertains to. So that random number does not suggest the inclusion aspects. Then if you go by the value of the contract itself, you've given authorizations to a wide range of contracting opportunities, ranging from the millions to a couple thousand dollars. So one service disabled veteran, if you go by the percentage of a contract itself, one service disabled veteran could get a $100 million contract and you can say our goal was $100 million for service disabled veterans and you have supported one company. So you really have to be specific in that arena.

The number I mentioned with regard to 35 is a figure that I received about six months ago when I attended a session that was sponsored by the New York State - one of the New York City departments actually but also in conjunction with

the MTA. Because of the lack of outreach and development within New York State, the majority of those service-disabled businesses do not reside or do business in New York State. So the first thing that we have to do is to generate the business pool within our community.

Again, and I'm sure it's on the record, I'm tired of saying it but sometimes it bears repeating. Long Island has the largest veteran population in New York State and the northeast corridor. All of the veterans that live on Long Island, a majority of them are what we would considered service-disabled veterans. Some of them have service-disabled veteran businesses. Statistically, less than ten percent of veteran businesses, including service disabled and veteran-owned business, less than ten percent have the capacity to hire anybody, along with another veteran. So you've got 90 percent, an approximate number, 90 percent of veteran-owned businesses, including both categories, who don't have the capacity to hire somebody else. What does that say? That says that the majority of the nation's veteran-owned businesses, even those

that qualify under the federal mandated three percent, could not even conduct any outreach of the contracts that take place. So it really is a building from the bottom, so to speak. That's not to say that we cannot bring in service-disabled veteran business that are qualified, which I have been trying to -- I have been proposing to do. A lot of the teeth and the background information for this particular law was presented to this body, via Legislator Laura Curran, by me.

So, that is where we are in terms of what we need to do. We need to start the development. We need to do the outreach. We need to build the model. Now, Nassau County can be an example of that, in terms of all of the contracting opportunities that we have bringing in qualified and established service-disabled veterans who can hire our student veterans who cannot afford to stay here. They can co-partner with the smaller veteran businesses and service-disabled veteran businesses that are here so that that business can grow and hire someone else, so that the veterans that are about to lose their home can

keep a job and stay here and contribute to the taxes. So it's not just a cookie cutter model.

I agree that this is a start. It is appreciated. But there is still a great deal of work to do as opposed to just, again, putting out a press release, patting ourselves on the back. And I have to once again address veterans that are homeless or about to be evicted, student veterans that have graduated leave here and trying to keep somebody from staying here.

CHAIRMAN GAYLOR: Absolutely. And I think all the legislators on the committee here will agree with you.

On behalf of all of your efforts and your advocating, thank you. And keep up the good work for our veterans, please.

LEGISLATOR DeRIGGI-WHITTON: Can I just ask one other quick question?

CHAIRMAN GAYLOR: Absolutely.

LEGISLATOR DeRIGGI-WHITTON: This is under the Office of Minority Affairs. But who specifically is going to be overseeing it? Do we have any type of outreach program?

CHAIRMAN GAYLOR: Mr. May, are you going

to take that one on?

MR. MAY: Sure. The question was who is going to be responsible for --

CHAIRMAN GAYLOR: Getting the word out.

LEGISLATOR DeRIGGI-WHITTON: Right. Maybe even being proactive maybe, since we are all behind this. Is it the compliance office?

MR. MAY: Again, new program, we have to work out the kinks here. It's going to be based out of the Office of Minority Affairs. We're also going to have the Office of Purchasing handle making sure that the registered businesses all get the bids that go out to all the other businesses. So there will be some initial outreach, as far as bidding on contracts goes as well.

LEGISLATOR DeRIGGI-WHITTON: What are the outreach efforts? Are you going to reach out to veteran halls?

MR. MAY: Reaching out to veteran halls wouldn't necessarily help because they have to be a state registered, state certified service-disabled veteran owned business.

LEGISLATOR DeRIGGI-WHITTON: I think it

would be worthwhile to meet with the veterans personally, just to put the idea in their head. There might even be people that aren't certified that might want to get certified. Not everyone watches us on live stream.

MR. MAY: My colleague, Deputy County Executive Eric Naughton, has asked that he be tagged in.

DEPUTY COUNTY EXECUTIVE NAUGHTON: One method that we've decided we're going to use is we have the list from the state of the certified disabled veterans. So working with Constituent Affairs, Minority Affairs will send out a letter to them to let them know about our new law and suggest to them that they meet with our Purchasing Department, let them know of all of the opportunities that the county does have so we can make this very effective.

LEGISLATOR DeRIGGI-WHITTON: Is that number approximately what we were mentioning before, the number of companies in the state that are certified?

DEPUTY COUNTY EXECUTIVE NAUGHTON: No. The list that we've seen from the state, it's

roughly about 34 pages, we think it's probably closer to about 200 vendors in the state.

LEGISLATOR DeRIGGI-WHITTON: Okay. Maybe we can just get a copy of it. Would you mind sending me a copy of that list? Would you mind just forwarding a copy of the list of vendors?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Sure.

LEGISLATOR DeRIGGI-WHITTON: I would appreciate just taking a look at it.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Not a problem.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN GAYLOR: If you would, just send it to the chair and then I'll distribute it to all of the legislators.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Will do that.

CHAIRMAN GAYLOR: Thank you much.

Do we have any other public comment?

(No verbal response.)

At this time we'll take a vote.

All those in favor of passing this item please signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

(Whereupon, the following is the continuation of the minutes of the April 11, 2016, Rules Committee meeting.)

CHAIRWOMAN GONSALVES: Now we go back to those items that are rules only.

I am going to begin with Item 36, which is a resolution opting into the state legislation in relation to special retirement plans for sheriffs, undersheriffs, and deputy sheriffs.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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

And who is here to speak on this one?

MR. MAY: I'm going to handle this one, Madam Presiding Officer.

This is a resolution opting the county into state law, just as you said. It allows for

the sheriff to designate at the beginning of somebody's employment that they are qualifying for the 50 percent time accrual for law enforcement purposes so they qualify for the 20 year retirement.

CHAIRWOMAN GONSALVES: Okay. Any questions for Mr. May?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of 36 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes unanimously.

The next item is Item 120, a resolution to accept a gift offered by a donor to the Nassau County Police Department.

I'm going to ask for a motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Okay. Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff.

This is a donation from the Nassau County Police Department Foundation to donate 100 t-shirts, valued at $750, for the police youth academy program.

CHAIRWOMAN GONSALVES: Any questions of the Lieutenant?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of Item 120 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes unanimously.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Okay. Thank you, Lieutenant.

The next item is Item 129, a resolution requesting the Legislature of the State of New York to enact and the governor to approve and act in relation to disability retirement benefits for sheriffs, deputy sheriffs, undersheriffs, and correction officers in Nassau County.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Are you going to talk to this one too?

MR. MAY: Yes, I am, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: Okay.

MR. MAY: This is an item, a home rule message requesting that the State Legislature change retirement disability services for corrections officers. Currently, a correction officer can earn 3/4 disability if they are assaulted by an inmate in prison, injuries

leading to disability retirement. However, the same offer is not presented to the officers if they are assaulted by somebody who is not an inmate. In other words, if there -- God forbid this every occurred - if an officer is sitting at the guard booth, a drunk driver drives into the guard booth, the officer would have to retire at one-third, which is basic retirement. But if they were assaulted by a drunk driver who was in custody, they would earn the three-quarters retirement, disability retirement. This is just to give the correction officers disability retirement protections in case they are injured while on the job but not by an inmate, if that makes sense.

CHAIRWOMAN GONSALVES: Any questions of Mr. May on this item?

(No verbal response.)

There being none; all those in favor of Item 129 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes unanimously.

Thank you, Mr. May.

The next three items can be called together because all three are IMAs.

The first one is Item 131, which, by the way, was clocked in at 4:57 on April 6, 2016, which is a resolution to execute an IMA, an inter-municipal agreement, with the Village of Stewart Manor in relation to a project for a streetscape project on the east side of Covert Avenue, between the Long Island Rail Road and Tulip Avenue.

132, another IMA with the East Meadow Fire District in relation to obtaining 16 Panasonic "Toughpad" FZ-F1 Devices and related equipment.

And the third IMA is Item 133 with the Mineola Memorial Public Library to renovate the Mineola Memorial Public Library.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Kopel, seconded by Legislator Nicolello.

I don't know if we need to talk about these.

MR. MAY: I can briefly describe what the items are.

CHAIRWOMAN GONSALVES: Absolutely.

MR. MAY: The first one is an IMA with Stewart Manor for a $100,000 streetscape. For the East Meadow Fire District, it is money for portable data terminals so that the firefighters have information onsite as opposed to at the stationhouse, and $10,000 for renovations to the Mineola Memorial Library.

CHAIRWOMAN GONSALVES: Okay. Any questions on these items?

(No verbal response.)

There being none; all those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

There being none, the items pass unanimously.

Now for the addendum. Item 136, an ordinance for the prevention of fires by establishing uniform regulations for the control of fire hazards and for the enforcement of such regulations.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

I have to say there are several people who have been here practically all day to speak on this item, and they are right behind you, Mr. May.

MR. MAY: I know. I know they're right behind me.

CHAIRWOMAN GONSALVES: Mr. Priest is here.

MR. MAY: I'm going to get out of the way.

MR. PRIEST: Good evening, Madam

Presiding Officer, members of the Legislature. What is before you in this item is a full rewrite, for the first time, in many, many years of the Nassau County Fire Prevention Ordinance. The Fire Prevention Ordinance is a unique document in New York State which consistently helps Nassau County rank among the lowest death by fire rate of anywhere, especially for such a populous county in the State of New York.

I'm here just to introduce it. I am going to turn it over to Assistant Chief Michael Yutaro. Assistant Chief Michael Yutaro literally underwent an immense effort to get this done, if you have any specific questions of him.

MR. YUTARO: Good evening, everybody.

CHAIRWOMAN GONSALVES: Good evening.

MR. YUTARO: I know we met with a couple of you. I know we met with the minority side. We also met with the counsels from both the minority and the majority side. We discussed and we gave a brief presentation about the highlights. It's a document that's extended from 100-something pages to almost 400 pages. It brings us into the 21st Century. We got a lot of

input from both fire protection contractors, the public, the business communities, as well as fire safety advocates, to try to basically tighten up the document and make it a document that we can work with moving forward.

If you have any questions, I'd be more than happy to try to answer them.

CHAIRWOMAN GONSALVES: Any questions of Mr. Yutaro? Legislator Nicolello.

LEGISLATOR NICOLELLO: I just have a couple of quick points.

One of the things that this is doing is continuing or implementing automatic extinguishing systems at motor fuel dispensing locations, gas stations, basically.

MR. YUTARO: Yes, sir. The state opted not to adopt that part in the new State Code, and we will be adopting it in our new ordinance.

LEGISLATOR NICOLELLO: We think that's a very good idea.

Secondly, that requires fire alarm systems, etcetera, at pet stores and places where they have animals.

MR. YUTARO: Yes. Again, we have

adopted that and amended our ordinance to include that as well, with an adoption period to give these businesses enough time to comply.

LEGISLATOR NICOLELLO: Very good. Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: More of a comment. Just wanted to thank you for your time on Thursday evening, for spending with members of the caucus. We all felt that your presentation was very well thought out and very well done. We were very impressed. We just wanted to thank you again for taking the time out. We plan to vote in the affirmative for this ordinance. Thank you, again.

MR. YUTARO: Thank you very much.

CHAIRWOMAN GONSALVES: Mr. Bivone, who has been sitting here patiently all afternoon. Mr. Bivone.

MR. BIVONE: Good evening, Presiding Officer and members of the Legislature. Richard M. Bivone. I have offices at 308 East Meadow Avenue in East Meadow. I represent the Long Island Business Counsel, and, also, I have a

private consulting firm that we are experts in building codes and fire safety and have been working with Nassau County Fire Marshals for many years.

We believe in this overhaul of this ordinance. The last, if I remember correctly, was in 1980. It's a very old ordinance. Historically, throughout New York State different types of industry, what they do is they change their code every three years to keep up with construction methods and new materials. We think it's very important that this ordinance is changed at this time.

This will bring the ordinance into compliance or into line with the New York State Building Code, as it's very important. This will make it easier for the developers, architects, engineers, and also we believe for the small businesses that are in Nassau County.

To date, Chief Tusa and his staff work very hard. Actually, Assistant Chief Yutaro has met with the Long Island Business Counsel twice to discuss the fact that we are going to have a new ordinance in place. I have read the previous

versions of this new ordinance since it's going to be coming into the Full Legislature, we hope, soon, and we are in full support of this ordinance being passed.

We thank you, the Legislature, and also the Fire Marshal's Office, which we think does a great job, second to none.

Thank you.

CHAIRWOMAN GONSALVES: Mr. Bivone, this will be on the April 25 calendar of the Full Legislature.

MR. BIVONE: At five o'clock or six?

CHAIRWOMAN GONSALVES: I'm going to give you a heads up.

I have to say thank you to the Fire Marshal's Office as well. I know you have been in communication with both sides of the aisle over the years, and I would say as recently as early 2016. So I thank you for all your hard work. It's something that was a long time in coming. But you know, sometimes, you know what they say, anything worthwhile is waiting for. Guess what? This is certainly worthwhile. I'm sorry you had to wait so long.

Thank you for all your help. Thank you, Mr. Bivone, for being here so long, and I hope you got some business done while you were here. Thank you so much.

All those in favor -- we have some more? Okay. Come on.

MS. BARBOUR: Hi. My name is Melissa Barbour, and I represent the New York Fire Counsel, a division of Mechanical Contractors Association. The contractors in our association install, inspect, test, and maintain fire suppression systems in tens of thousands of buildings around New York City and Long Island.

We have reviewed the document. We've worked with fire marshal's office. We applaud the efforts of the fire marshal's office. Obviously, this strengthens the requirements both in installation, inspection, testing, and maintenance, and also regarding the competency of the people performing that work.

We have had some concerns. We still do, including some of the requirements. But we are in the process of working with the fire marshal's office in the next week, and we are confident

that we are going to reach a resolution on those and look forward to supporting it.

Thank you.

CHAIRWOMAN GONSALVES: Thank you very much. I do have a slip here. I'm sorry, Melissa. And thank you too for waiting so long.

Any other comments from the legislators?

(No verbal response.)

There being none; all those in favor of 136 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes unanimously.

Now we're going to move along to - there are three items that I can call together. They are all a gift to the police department.

Items 138, 139, 140, the resolutions pertain to a gift offered by donors to the Nassau County Police Department.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Okay. Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff again.

138-16 is a donation from the Nassau County Police Department Foundation to donate NCPD plaques for the new precincts and policing center, costing approximately $3,189. These are going to be the round NCPD seal that will go behind the desks when the public walks in.

CHAIRWOMAN GONSALVES: Any questions of the Lieutenant?

(No verbal response.)

There being none; you can move on to the next one.

Item 139-16 is to allow the Nassau County Police Foundation to donate approximately $6,250 to purchase ambulance complete GM service support package, for a two-year subscription. This is the computer that the ambulance will plug into that can read the computer on the ambulance and

it can reset the computer. Without this software, it would require a trip to the dealer. So this will get the ambulance back on the street quicker.

CHAIRWOMAN GONSALVES: Okay. Any questions of the Lieutenant on this item?

(No verbal response.)

There being none; go on to 140.

Item 140-16 is to allow the Nassau County Police Department Foundation to donate approximately $10,000 to host civilian police academy classes. It will allow them to run more classes.

CHAIRWOMAN GONSALVES: That's a good thing.

Any questions on this item?

(No verbal response.)

There being none; all those in favor of 138, 139, 140 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The items pass unanimously.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Thank you very much, Lieutenant.

The next item went through Finance; however, I'm calling it. Item 143, a resolution authorizing the county attorney to compromise and settle the claims of different utility companies, as set forth in various actions pursuant to the County Law, the County Government Law of Nassau County, and the Nassau County Administrative Code.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Any further questions regarding this item?

(No verbal response.)

No further questions, so I'm going to call the item. All those in favor of 143 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

It's six to one. Six in favor, one abstention. It's six-zero-one.

Item 144, an ordinance to provide information related to sun safety to lifeguards assigned to Nassau County outdoor pools, bathing beaches, and Nickerson Beach.

I'm going to move it and you're going to second it. We have until next month. We have two weeks. You have to second it, otherwise I'm not calling this thing. Melanoma Month is next month.

LEGISLATOR JACOBS: I will second it.

CHAIRWOMAN GONSALVES: It does what we want it to do, Judy.

LEGISLATOR JACOBS: Okay.

CHAIRWOMAN GONSALVES: All those in favor of 144 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

Okay. It passes unanimously. It will go to the Full Leg on the 25th.

LEGISLATOR JACOBS: I just want to say it's a very good thing. It shouldn't be needed, but in this day and age, with all we've read about melanoma and all the things that could happen, the horrible things that could happen, it's good that we're passing something that will give people protection and awareness of the dangers that they're out in, all of us, all the time.

CHAIRWOMAN GONSALVES: And we're obligating them to make sure that they do what they have to do.

Guess what guys. Motion to adjourn?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We are now adjourned.

(Whereupon, the Rules Committee adjourned at 6:09 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 26th day of April, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

VETERANS AND SENIOR AFFAIRS

C. WILLIAM GAYLOR III
CHAIRMAN

Executive Building
1550 Franklin Avenue
Mineola, New York

April 11, 2016
3:35 p.m.

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Vice-Chair

DENNIS DUNNE

VINCENT MUSCARELLA

CARRIE SOLAGES
Ranking

DELIA DERIGGI-WHITTON

ELLEN BIRNBAUM

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META MEREDAY. 18

ERIC NAUGHTON 27

CHAIRMAN WINK: I call the Veterans and Senior Affairs Committee to order. I'll ask the Clerk to call the role.

CLERK PULITZER: Thank you, Mr. Chairman.

Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DeRIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Legislator Dennis Dunne?

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Vice Chairwoman Rose Marie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Chairman C. William Gaylor III?

CHAIRMAN GAYLOR: Present.

CHAIRMAN GAYLOR: We have a quorum.

Before we begin, may I have a motion to suspend the rules?

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

CHAIRMAN GAYLOR: Moved by Legislator Walker, seconded by Legislator Dunne.

All in favor of suspending the rules please signify by saying aye.

(Aye.)

The rules have been suspended.

There is one item on the addendum today, which is Clerk Item 141-16, which is a Local Law to add Title 82 to the Miscellaneous Laws of Nassau County in relation to ensuring service-disabled veterans have greater participation in county contracts.

May I have a motion?

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR DUNNE: Second.

CHAIRMAN GAYLOR: Muscarella and Dunne, second by Dunne.

The item is before us.

Do I have anyone here from the administration here to speak on behalf?

MR. MAY: Yes, Mr. Chairman. I'm going to speak on behalf of this item.

This is a Local Law proposed by the county executive to help the veterans in our county establish or better participate in the contracts process of Nassau County. It creates a service-disabled veterans program which is similar in concept to the MWBE program that we have, based off of state legislation that was passed in 2014. And state certified veteran-owned businesses will be, you know, contacted during the bid process to let them know that there are county contracts available and make any best efforts on behalf of the county to get them involved in the contract process.

LEGISLATOR DUNNE: Through the Chair.

CHAIRMAN GAYLOR: Legislator Dunne.

LEGISLATOR DUNNE: I want you to relay back to the administration that we appreciate this. We've been fighting for this for a long time. We've been asking and asking that it be included. I, being a disabled veteran myself, I

have a lot of friends that are disabled veterans who own businesses and could be doing work with the county. If they just had a little bit of a leg up, they might be able to get in. The state legislation provides for that. I appreciate it.

We always have to look to make it better. This is step one. Let's secure this and then we will go from there.

Please let Mr. Mangano know that we appreciate that we're opting into this. It has my full support.

MR. MAY: Excellent. I'll let him know. And thank you for all of your support.

CHAIRMAN GAYLOR: Legislator Solages.

LEGISLATOR SOLAGES: Thank you very much, Chair Gaylor.

Good afternoon, Mr. May.

MR. MAY: Good afternoon.

LEGISLATOR SOLAGES: Is there a particular percentage, goal of contracts that will be awarded to this new category of service-disabled veterans?

MR. MAY: I believe the goal is six percent, but of course that's just a baseline.

As the program goes, we will seek to expand that, as appropriate.

LEGISLATOR SOLAGES: Six percent of what?

MR. MAY: Excuse me. I believe it's six percent of all county contracts.

LEGISLATOR SOLAGES: Of the value of all county contracts or just a number?

MR. MAY: I believe it's just a number, but I hear what you're saying and it's something we could certainly look into.

LEGISLATOR SOLAGES: Yes. I just wanted to be more clear.

MR. MAY: I understand. You're trying to clarify. When we say six percent, six percent of what? I understand. There could be a huge difference between six percent of a number of contracts and six percent of the value of contracts. I hear what you're saying. This is the start of the program. We can certainly evaluate when we go on to see if we are reaching the goals that we want to reach. Just having six percent of the contracts may not be enough. We may want to look at six percent of the total

value of contracts.

Again, this is the very ground floor of this program. Like I tell the people who work with me at my other job at the TLC, everyone is in at the ground floor. We have the opportunity to work through issues at the start. That's where we are with this, just right at the beginning.

LEGISLATOR SOLAGES: Understood, sir.

In addition, you know, this is all - these are all great goals. I agree with my colleague, Legislator Dunne, that we need to do more for our veterans. But what's important here is how we do this. And who will be responsible for monitoring this?

MR. MAY: The Office of Minority Affairs is tasked with monitoring this program and implementing it.

LEGISLATOR SOLAGES: So they will be charged with the best efforts initiative, I guess.

MR. MAY: Correct.

CHAIRMAN GAYLOR: If I may.

LEGISLATOR SOLAGES: Of course. Yes,

Mr. Chairman, of course.

CHAIRMAN GAYLOR: The Office of Minority Affairs also monitors the contracts pertaining to minority-based woman enterprises?

MR. MAY: Yes. They will be doing similar work to the existing MWBE program, which is why we felt it was most appropriate to task that office with this Local Law.

CHAIRMAN GAYLOR: Okay. Good.

LEGISLATOR SOLAGES: Thank you.

LEGISLATOR BIRNBAUM: I have a question.

CHAIRMAN GAYLOR: Go ahead.

LEGISLATOR BIRNBAUM: This six percent, how does it compare to the others? Is there a set percentage for women and minority, in terms of numbers of contracts or values of contracts?

MR. MAY: I don't know. Let me turn to my counsel here to see if he has an answer. The answer is we believe six percent as well.

LEGISLATOR BIRNBAUM: That number is the same as the others?

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: This is just to possibly increase the amount? Are we saying in

the past that we don't know if the number has even been close to six percent?

MR. MAY: Which number close to six percent?

LEGISLATOR BIRNBAUM: For the veterans.

MR. MAY: We haven't studied it. This is a new program.

LEGISLATOR BIRNBAUM: So we don't know what the number has been all along?

MR. MAY: We haven't delineated it, in terms of this program because this program hasn't existed. So as we get information on the program, we will be able to see. You have to understand --

LEGISLATOR BIRNBAUM: Statistics haven't been kept. Is that what you're saying, we don't know?

MR. MAY: Yes. But I want to be very hesitant to how I say yes to that. It's not that these numbers existed and we haven't tracked it. This program, under state law, only recently came into existence. The state law was passed in 2014. The state is responsible for determining which business qualifies or is certified as a

service-disabled veteran business. So this is all brand new. It's not like we had a number of these. To put it differently, we didn't know this class of business under the law because it did not exist before.

LEGISLATOR BIRNBAUM: Got it.

MR. MAY: So that's why we don't have a number to track. It's not that we were just ignoring the issue. The designation is new.

LEGISLATOR BIRNBAUM: It's a similar endeavor to the others.

MR. MAY: Correct.

LEGISLATOR BIRNBAUM: So this is a new category that we're going -

MR. MAY: Correct.

LEGISLATOR BIRNBAUM: to be. Okay. Are we hopeful that this office will be tracking it? Is that the idea?

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: The Office of Minority Affairs will keep track.

MR. MAY: Yes.

LEGISLATOR BIRNBAUM: We'll get clarification of whether it's the amount of

contracts or the value of the contracts.

MR. MAY: Yes, we can certainly clarify that.

CHAIRMAN GAYLOR: If I may, Mr. May. I think the way that the local law is written is that it's a percentage of the contracts, not the dollar value. It's the number of contracts.

MR. MAY: Correct. Correct.

CHAIRMAN GAYLOR: Okay. And this six percent is in addition to any other percentages that are already applied for minority or women based businesses, correct? It's not being lumped in with the same six percent.

MR. MAY: That is correct. This will be a discreet number.

CHAIRMAN GAYLOR: What I would like to do is publicly thank the minority, and especially Legislator Laura Curran who has been working with me for the last three or four months to try to get this before the committee. On behalf of all of on this side, we thank all of you on that side as well to make this happen, as well as the county exec.

MR. MAY: Thank you. We certainly

appreciate it. It's very nice when everyone is working cooperatively towards these same goals. A lot of good things can get done.

CHAIRMAN GAYLOR: Legislator, a question up here.

MR. MAY: We already said thank you to everybody.

LEGISLATOR DeRIGGI-WHITTON: It's not over. I think you're happy to be back, I might be wrong.

MR. MAY: It is a lot of fun being here. I shouldn't say that on the record, they may hold me to it.

LEGISLATOR DeRIGGI-WHITTON: I know we're harping on a minor detail, but we want to make sure it goes smooth.

The six percent participation rate of state certified business on county contracts is what's in the backup - in the resolution, rather. What is the participation rate? How would we be able to clarify that?

MR. MAY: It would just be six percent of the total amount of contracts in the county. I could take a stab at it. Typically, our

contracts, you see the bulk of them, in terms of the A, B, or E contracts. Any given year it's about 500 contracts. Then there are the blanket resolution contracts, which are typically social services contracts. I'm going to say conservatively there are probably about 700 contracts that the county enters into on an annual basis. Whatever six percent of that is.

LEGISLATOR DeRIGGI-WHITTON: Forty-two.

MR. MAY: There you go.

LEGISLATOR DeRIGGI-WHITTON: Do we have any way of an update per quarter just to make sure we're kind of on goal. For instance, what if we are falling short at that number? Do you have any idea of what we should do?

MR. MAY: Again, it's the ground floor of a new program and a new process. We're not going to know if we've even hit those targets for probably a full year after the program is in place. Then once we have that in place, we can start an analysis of if there was a shortfall why. First thing we have to do is we have to work off the state certified disabled veterans business list. And then we have to see how many

people have received bids, how did they receive the bids? Why didn't they respond to the bids? There will be a whole series of questions that would have to be asked, and it's really premature at this point to say what happened. Why didn't we meet our goals when we haven't actually had the opportunity to attempt to achieve the goals? I think it would be more apt for this body to ask the county executive a year from now, a year and a half from now, whether it's this committee or this body as a whole, to say, hey, we'd like a report on how you're doing.

Again, I think it's premature now. We haven't even started.

LEGISLATOR DeRIGGI-WHITTON: Just getting back to what the chair mentioned. Is it the six percent in addition to what's already the baseline? We don't even know what the baseline is, right, because we don't keep track of it. So I don't know how we can be reassured that it's above what we have now if we don't know.

MR. MAY: I think the chair was asking is the six percent, in addition to the MWBE goal, and the answer to that is yes. Again, we would

still have to have the program in place, operate it, and then do an analysis on our first year numbers. It would be like anything else. If we were a private company and we were doing sales and put a new product out, how do you know what you're going to sell? You don't. You put it out there, see what the numbers are the end of the year, and then analyze why you hit your targets or you didn't hit your targets.

LEGISLATOR DeRIGGI-WHITTON: Are we going to give preference to anybody that is a veteran-based company when we're going out to bid? Are we going to ask that question in our RFP or anything?

MR. MAY: I don't know that we can do that.

LEGISLATOR DeRIGGI-WHITTON: I don't know if we can, to be honest.

MR. MAY: I don't think we can add points to somebody's RFP based on their status. I think the idea for getting these numbers in is to reach out to these businesses in the first place. It may be that they are newly established businesses who aren't familiar with the process.

I don't know that we can do that.

LEGISLATOR DeRIGGI-WHITTON: Do you know how many businesses that are state certified at this point? Do you know how many there are?

MS. MEREDAY: There are about 35 service disabled veterans businesses, and most of them are not from New York State. I happen to be an expert.

MR. MAY: I'm not going to testify on her behalf. So the number that I'm hearing from the audience is 35. I have no way to confirm that right now. I could look at the Department of State website and see what the numbers are that they have certified. And as counsel is reminding me and as I mentioned before, this is a new program for the state as well. The law was signed into effect at the end of 2014, so they are just getting their ducks in a row.

Again, this is a brand new program for everybody.

LEGISLATOR DeRIGGI-WHITTON: I think it's great and I'm hoping - I really want to follow through with it. If it's true, I've also heard that the number is low. To find these

companies, I don't think we can give them special preference, as far as RFPs are involved. I'm just hoping we can reach our goal because it's sort of set up that if the companies are not, you know, known to us and are not local and for them to come as lowest bid and hit all the other qualifications, it just seems like a good effort.

MR. MAY: Play that scenario out. Say there are only 35 disabled veteran service companies, and let's say all of them get contracts with the county but we need to hit 46 in order for it to be six percent. We know the answer. Why didn't you reach six percent? Because there are not enough certified companies to make that number. These are all hypotheticals.

LEGISLATOR DeRIGGI-WHITTON: I know.

MR. MAY: We would have to run the program and see the result at the end of at least the first year.

LEGISLATOR DeRIGGI-WHITTON: I'm just trying to analyze it going forward. It just looks like our pool is very small. We legally probably can't give any special preference. I

don't know what our number is going in. I haven't heard any good feedback, as far as our history with using veteran companies.

MR. MAY: I don't know that the distinction was every made under state law. Once again -

LEGISLATOR DeRIGGI-WHITTON: We don't know.

MR. MAY: Right.

LEGISLATOR DeRIGGI-WHITTON: We don't know where we're starting from. We know the pool is going to be small, and there's really nothing we can do to legally promote.

MR. MAY: It's a program that started last year, so we can assume that the number previous to this, as far as the category, legal category goes, was zero. Presumably, we can only go up from there. Again, at the end of a year or two of operation of this program, we will have better numbers and better information. Remember, as this program goes on, the state is going to certify more and more companies.

LEGISLATOR DeRIGGI-WHITTON: Right.

MR. MAY: I understand your concern, but

I don't know that it's necessarily appropriate at this time.

LEGISLATOR DeRIGGI-WHITTON: I'm not even really worried about this. I'm just saying the six percent might be high for right now.

MR. MAY: It might be high. But let's challenge ourselves and get it done.

LEGISLATOR DeRIGGI-WHITTON: I hope we are successful with it.

MR. MAY: Me too.

LEGISLATOR DeRIGGI-WHITTON: Okay.

CHAIRMAN GAYLOR: And so the six percent matches the state suggested goal as well, correct?

MR. MAY: That is correct.

CHAIRMAN GAYLOR: Do we have any public comment? Ms. Mereday, the floor is yours.

MS. MEREDAY: Thank you. Finally. Finally. And as I said earlier, this is a start. But, yes, I do happen to have extensive background in business development as it pertains to diverse suppliers, including minority, women, veterans, disabled, local businesses, etcetera.

To answer some of the earlier questions

and concerns. The federal mandate is only three percent as it pertains to service-disabled business, service-disabled veteran businesses, and that's not by the number of contracts. Again, you can't say contracts because you don't know what the contract is for, you don't know what industry specific it pertains to. So that random number does not suggest the inclusion aspects. Then if you go by the value of the contract itself, you've given authorizations to a wide range of contracting opportunities, ranging from the millions to a couple thousand dollars. So one service disabled veteran, if you go by the percentage of a contract itself, one service disabled veteran could get a $100 million contract and you can say our goal was $100 million for service disabled veterans and you have supported one company. So you really have to be specific in that arena.

The number I mentioned with regard to 35 is a figure that I received about six months ago when I attended a session that was sponsored by the New York State - one of the New York City departments actually but also in conjunction with

the MTA. Because of the lack of outreach and development within New York State, the majority of those service-disabled businesses do not reside or do business in New York State. So the first thing that we have to do is to generate the business pool within our community.

Again, and I'm sure it's on the record, I'm tired of saying it but sometimes it bears repeating. Long Island has the largest veteran population in New York State and the northeast corridor. All of the veterans that live on Long Island, a majority of them are what we would considered service-disabled veterans. Some of them have service-disabled veteran businesses. Statistically, less than ten percent of veteran businesses, including service disabled and veteran-owned business, less than ten percent have the capacity to hire anybody, along with another veteran. So you've got 90 percent, an approximate number, 90 percent of veteran-owned businesses, including both categories, who don't have the capacity to hire somebody else. What does that say? That says that the majority of the nation's veteran-owned businesses, even those

that qualify under the federal mandated three percent, could not even conduct any outreach of the contracts that take place. So it really is a building from the bottom, so to speak. That's not to say that we cannot bring in service-disabled veteran business that are qualified, which I have been trying to -- I have been proposing to do. A lot of the teeth and the background information for this particular law was presented to this body, via Legislator Laura Curran, by me.

So, that is where we are in terms of what we need to do. We need to start the development. We need to do the outreach. We need to build the model. Now, Nassau County can be an example of that, in terms of all of the contracting opportunities that we have bringing in qualified and established service-disabled veterans who can hire our student veterans who cannot afford to stay here. They can co-partner with the smaller veteran businesses and service-disabled veteran businesses that are here so that that business can grow and hire someone else, so that the veterans that are about to lose their home can

keep a job and stay here and contribute to the taxes. So it's not just a cookie cutter model.

I agree that this is a start. It is appreciated. But there is still a great deal of work to do as opposed to just, again, putting out a press release, patting ourselves on the back. And I have to once again address veterans that are homeless or about to be evicted, student veterans that have graduated leave here and trying to keep somebody from staying here.

CHAIRMAN GAYLOR: Absolutely. And I think all the legislators on the committee here will agree with you.

On behalf of all of your efforts and your advocating, thank you. And keep up the good work for our veterans, please.

LEGISLATOR DeRIGGI-WHITTON: Can I just ask one other quick question?

CHAIRMAN GAYLOR: Absolutely.

LEGISLATOR DeRIGGI-WHITTON: This is under the Office of Minority Affairs. But who specifically is going to be overseeing it? Do we have any type of outreach program?

CHAIRMAN GAYLOR: Mr. May, are you going

to take that one on?

MR. MAY: Sure. The question was who is going to be responsible for --

CHAIRMAN GAYLOR: Getting the word out.

LEGISLATOR DeRIGGI-WHITTON: Right. Maybe even being proactive maybe, since we are all behind this. Is it the compliance office?

MR. MAY: Again, new program, we have to work out the kinks here. It's going to be based out of the Office of Minority Affairs. We're also going to have the Office of Purchasing handle making sure that the registered businesses all get the bids that go out to all the other businesses. So there will be some initial outreach, as far as bidding on contracts goes as well.

LEGISLATOR DeRIGGI-WHITTON: What are the outreach efforts? Are you going to reach out to veteran halls?

MR. MAY: Reaching out to veteran halls wouldn't necessarily help because they have to be a state registered, state certified service-disabled veteran owned business.

LEGISLATOR DeRIGGI-WHITTON: I think it

would be worthwhile to meet with the veterans personally, just to put the idea in their head. There might even be people that aren't certified that might want to get certified. Not everyone watches us on live stream.

MR. MAY: My colleague, Deputy County Executive Eric Naughton, has asked that he be tagged in.

DEPUTY COUNTY EXECUTIVE NAUGHTON: One method that we've decided we're going to use is we have the list from the state of the certified disabled veterans. So working with Constituent Affairs, Minority Affairs will send out a letter to them to let them know about our new law and suggest to them that they meet with our Purchasing Department, let them know of all of the opportunities that the county does have so we can make this very effective.

LEGISLATOR DeRIGGI-WHITTON: Is that number approximately what we were mentioning before, the number of companies in the state that are certified?

DEPUTY COUNTY EXECUTIVE NAUGHTON: No. The list that we've seen from the state, it's

roughly about 34 pages, we think it's probably closer to about 200 vendors in the state.

LEGISLATOR DeRIGGI-WHITTON: Okay. Maybe we can just get a copy of it. Would you mind sending me a copy of that list? Would you mind just forwarding a copy of the list of vendors?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Sure.

LEGISLATOR DeRIGGI-WHITTON: I would appreciate just taking a look at it.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Not a problem.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN GAYLOR: If you would, just send it to the chair and then I'll distribute it to all of the legislators.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Will do that.

CHAIRMAN GAYLOR: Thank you much.

Do we have any other public comment?

(No verbal response.)

At this time we'll take a vote.

All those in favor of passing this item please signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

There being no other business in front of this committee, may I have a motion to adjourn?

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

CHAIRMAN GAYLOR: Walker and Dunne.

All those in favor?

(Aye.)

The committee is now adjourned. We will be followed by Finance.

(Whereupon, the Veterans' Affairs Committee adjourned at 3:59 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 26th day of April, 2016.

_____

FRANK GRAY