



Contract Details

SERVICE Police Traffic Services

NIFS ID #: <u>CQTS1600002</u>	24 01 NIFS Entry Date: 4 23 \\ Term: from 10/01/15	to <u>09/30/16</u>
New 🛛 Renewal 🔲	1) Mandated Program:	Yes 🗌 No 🖂
Amendment	2) Comptroller Approval Form Attached:	Yes ⊠ No □
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes No 🖂
Addi. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes No 🗵
Blanket Resolution RES#	5) Insurance Required	Yes □ No ☒

Agency Information

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Tame /illage of Rockville Centre	Vendor ID# 116000858 01
mage of Rockvine Contre	110000038 01
ddress	Confact Person
4 Maple Avenue	Sgt. Randy Dodd
Rockville Centre, New York 11570	
	Phone
	FIGNE
	516-782-8165

County Department
Department Contact
Christopher Mistron
Traffic Safety Coordinator
Address
1194 Prospect Avenue
Westbury, NY 11590
Phone
516-571-7021

Routing Slip

DATE Rec'd	- DEPARTMENT	Internal Verification	DATE Appy d Fw d	SIGN.	ATURE 7	Leg. Approval Required:
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	□ q 25 □ q 25 	Couple	ter-	
		Contractor Registered		Citrue		
9/28/16	OMB	NIFS Approval (Contractor Registered)	Ø 9/29/1	6. May	(That	Yes No No Not required if blanket resolution
10/12/10	County Attorney	CA RE & <u>Insurance</u> Verification	D 19/12	16 9.	Ghrate.	
idi SHA	County Attorney	CA Approval as to form	1 (d/3)	1A 12 1	25/	YEARIE
10/21/	Legislative Affairs	Fw'd Original Contract to CA	7/21/	18 X		5/53
. / *	County Attorney	NIFS Approval		A C		
	Comptroller	NIFS Approval				
10/19/16	County Executive	Notarization Filed with Clerk of the Leg.	10/19/	16 certfin	1	ک



Department: Traffic Safety Board

Contract Summary

Solita de Callini	ici y			
Description: Police Traffic				
such as speeding, unsafe lane c	hanges, failure to signal, unsafe	passing, failure to yield right of wa	straint laws, target specific vehicle and traffic ay and any violations that will increase the pot er of injuries and fatalities that are associated	ential for
safety funds passed through No County personal services contr	ew York State. The allotment for ract. Periodically; the county will	or the Rockville Centre Police Depa I reimburse the villages and/or citi	e Safety Committee, the grantor. Funds are feartment is transferred via an approved and excess for those allowable program expenditures a grant for reimbursement for all County expensions.	ecuted Nassau nd the state will
contracts with the municipality	y. All proposed expenditures ar	e made according to the state awar	alities to engage in highway safety programs. Id and are made a part of the contractual agree onty. The County is reimbursed by the Govern	ement to be
)			
Description of General Provisi	ons:			
		e.		
		•		
Impact on Funding / Price Ana	alysis:			··· <u> </u>
		•	·	
	for F			
Change in Contract from Prior	r Procurement:	• .		
Recommendation: (approve as	submitted)	· · · · · · · · · · · · · · · · · · ·		
Advisement Info	ormation			
BUDGET CODES	FUNDING SOURCE	FAMOUNT FLINE	INDEXOBJECT CODE	-AMÔUNT
Fund: GRT	Revenue Contract	XXXXXXX 1	TSGRT79X3FED/DE 500	\$14,000.00
Control: TS79	County	\$ - 0 - 2	The state of the s	\$
Resp: XA	Federal	\$ -3	12 10/12/10	\$
Object: DE	State	\$14,000.00	1 Allando	\$
Transaction: 500	Capital	\$ 5.75	. U.Z	\$
	Other	\$ 6		\$
RENEWAL	TOTAL	\$14,000.00	TOTAL	\$14,000.00
% Increase	· · · · · · · · · · · · · · · · · · ·	المراجعة الم		
% Decrease	Document Prepared By:	hristopher Mistron, NC Traffic	c Safety Coordinator Date:	/18/2016
NIFS Certific	aion	Comptroller Coridication	County, Executive Ap	
I certify that this document was a	Laoriti	y that an unencumbered balance sufficient to cover th present in the appropriation to be charged.	Name	(Urai
Name	Name		Date 19/19/16	
Те	Date		(For Office Use Ont	<i>y)</i>



Nassau County Interim Finance Authority

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

. Vendor:	Ro	ckville Centre Po	olice Departm	ent			
. Dollar aı	mount requiring	NIFA approval:	\$ <u>0</u>				
Amount	to be encumbere	ed: \$ 14,000.00	0				
This is a	✓ Nev	v Contract	Advisement _	Amer	dment		
f advisemèn	act - \$ amount shou nt – NIFA only need nt - \$ amount shou	ls to review if it is i	ncreasing fund	s above the	amount prev	iously approve	d by NIFA
. Contract	t Term: 10/1/	/2015 - 09/30/20 ⁻	16				
Has work	k or services on this	contract commend	ed?	_ Yes	_ ✓ 1	lo	
If yes, ple	ease explain:					,	
Funding	Source:	•					
Gen Cap Oth	eral Fund (GEN) ital Improvement F er	und (CAP)	✓ Grant F		Federal %	00%	
•	•	:				•	
•	vailable for the full	-	tract?	<u> </u>	Yes	No	
4	vill it require a futur				Yes	No	
as the Cou	nty Legislature app	roved the borrowir	ng?		Yes	No _ _	N/A
as NIFA ar	pproved the borrow	ing for this contrac	rt?		Yes	No _ _	N/A
. Provide	a brief descriptio	on (4 to 5 senten	ces) of the ite	em for wh	ich this app	roval is requ	ested:
Nassau Cou speed and fa County mate	unty Traffic Safety receives a unty. This particular grant is ailure to yield right-of-way. T ch or funding required. All i	for enhanced enforcement The grant provides the vario money has been allocated i	of the seat belt laws, ous police agencies with the State for the police.	aggressive drivi ith funding to pro blice agencies a	ng and high risk driv ovide special patrols s part of the Police T	er behavior Including dedicated to enforce raffic Services Grant.	cell phone use, ment. There is no
37							y me.
Nassau C	County Attorney as t County Committee a	nd/or Legislature	Yes	N	o N	/A //A	
Date of	approval(s) and	citation to the re	esolution wh	ere appro	val for this	item was pro	vided:
			, , · · · · · · · · · · · · · · · · · ·		7 Table 1 1		
		11 -1111 1-11	7''44		·		
<u>Identify</u>	all contracts (wit	th dollar amoun	ts) with this	or an affi	liated party	within the m	rior 12 mont

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.

loson	wha Olam		10/12/16
Signaturė	Title		Date
Print Name			
	COMERTO	OT I PD'C OPE	TECTE:
i i	COMPIR	COLLER'S OFF	ICE
To the best of my kn conformance with th Multi-Year Financial	ie Nassau County Approve	nat the informati d Budget and no	ion listed is true and accurate and is in t in conflict with the Nassau County
Regarding funding, 1	please check the correct res	sponse:	
T and Called	h a feer da ana ann Islah ta b	h J	
1 certify that t	ne funds are available to be	e encumbered po	ending NIFA approval of this contract.
If this is a capital pro			
	e bonding for this contract ha		-
Budget is availa	able and funds have been enc	umbered but the I	project requires NIFA bonding authorization
7.4	1		
Signature	Title		Date
• 1	9 - 1		
Print Name			
· •			
} ;		NIFA	
÷			
Amount being appro	oved 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#: CQTS16000024 01



Department: Traffic Safety Board

Contract Details

SERVICE Police Traffic Services

NIFS ID #: COTS16000024 01 NIFS Entry Date: 423 116 Term: from 10/01/15 to 09/30/16

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

Agency Information

Name Village of Rockville Centre	Vendor ID# 116000858 01
Address	Contact Person
34 Maple Avenue Rockville Centre, New York 11570	Sgt. Randy Dodd
	Phone
	516-782-8165

County Department
Department Contact
Christopher Mistron
Traffic Safety Coordinator
Address
1194 Prospect Avenue
Westbury, NY 11590
Phone
516-571-7021

Routing Slip

DATE Revid	DEPAREMENT	Internal Verification		DATE Appvid& Fwid.	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	X	9/23/1	Chapteren	
		Contractor Registered		1.0	Cichage 124	
9/25/16	OMB	NIFS Approval (Contractor Registered)		9 29 16	May Unto	Yes No No Not required if blanket resolution
idistic	County Attorney	CA RE & <u>Insurance</u> Verification		19/12/	16 G. Ghrats	
Hill	County Attorney	CA Approval as to form		1415/14	14 12	NO.
10/21/1	Legislative Affairs	Fw'd Original Contract to CA		d 21/18		
, , ,	County Attorney	NIFS Approval			10	
	Comptroller	NIFS Approval				
19/19/16	County Executive	Notarization Filed with Clerk of the Leg.		10/19/16	anthal	۵.



Department: Traffic Safety Board

Contract Summary

		ervices Grant				
such as speeding	, unsafe lane cha	inges, failure to signal, uni	safe passing, failure to	yield right of way a	aint laws, target specific vehic and any violations that will in f injuries and fatalities that a	crease the potential for
safety funds pass County personal	sed through New I services contra	York State. The allotment of Periodically, the county	ent for the Rockville Co y will reimburse the vil	entre Police Departn llages and/or cities fo	fety Committee, the grantor, nent is transferred via an app or those allowable program e ork for reimbursement for all	Funds are federal highway proved and executed Nassau xpenditures and the state will County expenditures incurred.
contracts with th	ne municipality. Th the County an	All proposed expenditure	es are made according	to the state award a	es to engage in highway safet nd are made a part of the cor . The County is reimbursed l	tractual agreement to be
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Description of G	eneral Provision	ns:		- MNG		
					, j. '	
Impact on Fund	ing / Price Analy	/sis:			, .	
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					. 1/	
					3 P	
Change in Contr	ract from Prior l	Procurement:				
					* * *	
Recommendation	n: (approve as s	ubmitted)			* * * * * * * * * * * * * * * * * * * *	
Advisem	ent Info	rmation				
(BUDGET C	ODES	EFUNDING SOURC	ES AMOUNT	LINE	index/objects	ODE AMOUNT
Fund:	GRT	Revenue Contract		1	TSGRT79X3FED/DE 50	
Control:	TS79	County	\$ -0-	2	and a second	/ / \$
Resp:	XK	Federal	\$	3	1 12 16	1 4.10
Object:	DE	State	\$14,000.00	4	1 1 10	\$
Transaction:	500	Capital	\$	5	. (1.)	\$
		Other	\$	6	- 4	\$
RENEW	AL S	ТОТ				TOTAL \$14,000.00
% Increase	not any artifaction of			<u> </u>	The state of the s	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
% Decrease		Document Prepared By:	Christopher Mistr	on, NC Traffic Sa	afety Coordinator	2/18/2016
		Document Prepared By:				Date:
	NILS Certificat	one, at the	Comptrolle	Cerufication		Executive Approval
I certify th	at this document was acc	cepted into NIFS.	I certify that an unencumbered bala present in the appro	ance sufficient to cover this con priation to be charged.	stract is Name	(h)
Name		Nau	ame		Date ,	/
					19/19/	16
Te		Da	ate .		1 '	or Office Use Only)
		<u>:</u>			E #:	



Nassau County Interim Finance Authority

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

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ly approved	by NIFA
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No	, 8
No	
No 🗸	N/A
No 🗸	N/A
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ı was provi	ided:
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mi me bil	<u> </u>
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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.

1010ann	Da Olam	10/	12/1/2
Signature	Title	Date	410.
Print Name			a
			· · · · · · · · · · · · · · · · · · ·
	COMPTROLLE	CR'S OFFICE	\$ \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
To the best of my knowled conformance with the Nas Multi-Year Financial Plan	sau County Approved Budg	information listed is true and a et and not in conflict with the l	occurate and is in Nassau County
Regarding funding, please	check the correct response	:	
I certify that the fur	nds are available to be encu	mbered pending NIFA approva	l of this contract.
If this is a capital project:			,
	ling for this contract has been	·	
Budget is available a	ıd funds have been encumbere	ed but the project requires NIFA be	onding authorization
			¢
Signature	Title	Date	
		**************************************	· ·
Print Name		>	
	NIF	'A	
			,
Amount being approved b	v NIFA:		
0 11			
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.

RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF COUNTY TRAFFIC SAFETY AND
VILLAGE OF ROCKVILLE CENTRE

WHEREAS, the County has negotiated a personal services agreement with Village of Rockville Centre respecting the increased enforcement targeting proper seat belt and child safety seat laws, 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 Village of Rockville Centre.

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.

FEDERAL TAX ID #:116000658 01		at S
Instructions: Please check the appropriate l roman numerals, and provide all the requested		one of the following
I. The contract was awarded to the lowest, refor sealed bids. The contract was awarded afte in [new date]. The sealed bids were publicly opened on sealed bids were received and opened.	r a request for se	ealed bids was published
II. The contractor was selected pursuant to The Contract was entered into after a writter [date]. Potential proposers were advertisement in email to interested parties and by publication on the Co on [date] [state evaluation committee consisted of:	request for property of the made aware of the [newspaper], posting unty procurement with the proposals were referred.	oposals was issued on availability of the RFP by g on industry websites, via ebsite. Proposals were due eccived and evaluated. The

III.	☐ This is a renewal, extension or amendment of	an exist	ing contract.	•
The co	contract was originally executed by Nassau County on		.1 0.1	[date]. This is a
(copies	wal or extension pursuant to the contract, or an amendme ies of the relevant pages are attached). The		==	
after_	/	original	contract wa	as entered into
u1101				
		•		[describe
of the receive	urement method, i.e., RFP, three proposals evaluated, etc.] ne contractor's performance for any contract to be renevived a satisfactory evaluation, the department must explain nitted to continue to contract with the county.	ved or ext	tended. If the	t recent evaluation contractor has not
propo depai	☐ Pursuant to Executive Order No. 1 of 19 posals were solicited and received. The attartment head describes the proposals received posal.	tached r	nemorandur	n from the
	☐ A. The contract has been awarded to the proposer offeri	ng the low	est cost propos	al; OR:
	☐ B. The attached memorandum contains a detailed e contract was awarded to other than the lowest-cost prop delineation of the unique skills and experience, the spe superior, and/or why the proposer has been judged to be proposers.	oser. The ecific reason	attachment inc ons why a prop	ludes a specific osal is deemed
memo	☑ Pursuant to Executive Order No. 1 of 1 norandum from the department head explainable ain at least three proposals.	1993 as	amended, t the departm	he attached ent did not
	,			1 5
	A. There are only one or two providers of the servi submitted proposals. The memorandum describes how sole source provider of the personal service needed or exobtained. If two proposals were obtained, the memo awarded to the lowest cost proposer, or why the select proposal, the proposer's unique and special experience perform in the most immediate and timely manner.	the contra xplains who randum ex cted propo	ctor was determ by only two prop xplains that the oser offered the	nined to be the posals could be e contract was higher quality
⊠	■ B. The memorandum explains that the contractor's so federal or New York State grant, by legislation or by documents are attached).	election w	as dictated by order. (Copies	the terms of a of the relevant
	C. Pursuant to General Municipal Law Section 104, the required through a New York State Office no, and the attached mem within the scope of the terms of that contract.	ce of	General Serv	rices contract

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasir required through an inter-municipal agreement.	ng the services
VI. This is a human services contract with a not-for-profit agency to competitive process has not been initiated. Attached is a memorandum that explain for entering into this contract without conducting a competitive process, and details when intends to initiate a competitive process for the future award of these services. For any such of the vendor has previously provided services to the county, attach a copy of the most recent the vendor's performance. If the contractor has not received a satisfactory evaluation, the deexplain why the contractor should nevertheless be permitted to contract with the county.	ins the reasons the department contract, where t evaluation of
In certain limited circumstances, conducting a competitive process and/or completing evaluations may not be possible because of the nature of the human services program, o compelling need to continue services through the same provider. In those circumstan explanation of why a competitive process and/or performance evaluation is inapplicable.	r because of a
VII. This is a public works contract for the provision of architectural, en	gineering
or surveying services. The attached memorandum provides details of the department's with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation Statements of Qualifications & Performance Data, and its negotiations with the most high firms.	compliance on of annual
Instructions with respect to Sections VIII, IX and X: All Departments must check the be	Nu fow VIII
Then, check the box for either IX or X, as applicable.	ox for vitt.
VIII. ☐ Participation of Minority Group Members and Women in Nassa	u County
Contracts. The selected contractor has agreed that it has an obligation to utilize best eff MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in E may be requested at any time, from time to time, by the Comptroller's Office prior to the claim vouchers.	forts to hire xhibit "EE"
TWO ITS TO A STATE OF THE STATE	
IX. Department MWBE responsibilities. To ensure compliance with MWBE reas outlined in Exhibit "EE", Department will require vendor to submit list of suffrequirements prior to submission of the first claim voucher, for services under this consubmitted to the Comptroller.	b-contractor
r the result of	
X. Note: Wender 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 criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as App Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicontractor would not be considered an employee for federal tax purposes.	endix A to the
Department Head Signature	
·	
9/1/16 Date	



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election L ending on the date of this disclosure, or (b) years prior to the date of this disclosure and campaign committees of any of the following committees of any candidates for any of the Executive, the County Clerk, the Comptrol If yes, to what campaign committee?	s of the vendor provided campaign contributions aw in (a) the period beginning April 1, 2016 and), beginning April 1, 2018, the period beginning to dending on the date of this disclosure, to the ing Nassau County elected officials or to the came following Nassau County elected offices: the County the District Attorney, or any County Legislar	wo ipaign County
DOES NOT APPLY	Nons	<u> </u>
		\$
		· ·
2. VERIFICATION: This section must be Vendor authorized as a signatory of the fir	e signed by a principal of the consultant, contract m for the purpose of executing Contracts.	or or
The undersigned affirms and so swears that statements and they are, to his/her knowled	nt he/she has read and understood the foregoing dge, true and accurate.	· 7,
identified above were made freely and wit benefit or in exchange for any benefit or re		ental .
Dated: 4-2-0-16	Vendor: ROCKVIUE GENTRE POLICE Signed: LT. JANES VAFERDE. Title: Commanoing officer- OPERAT	DEPARTMENT

COUNTY OF NASSAU

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

Name of the Entity:	Cockuille C	ientre Polize	-Dept.
Address: 34	Maple Ave		
City, State and Zip Code:_	Rucleur'lle	Centre NY	11500
2. Entity's Vendor Identifi	cation Number: 11-	600058	· .
3. Type of Business:			÷ .
Ltd. Liability Co	Closely Held Corp	Other (specify	Police Acro
4. List names and address	es of all principals; that is,	all individuals serving on the Bed partners, all corporate officer mited liability companies (attac	loard of rs, all parties
	X Murray	Mayor	
	4.3	Dep Mayor	
,		- Trustee	
01: 40 110	1 Sene	Trestee	
	0 65:16	•	, j
12 110			
shareholder is not an indi	ividual, list the individual s	mbers, or partners of the firm, t shareholders/partners/members, of completing this section.	f the If a Publicly
			:
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5. List all affiliated and related companies and the l. above (if none, enter "None"). Attach a separate subsidiary company that may take part in the perform updated to include affiliated or subsidiary company.	disclosure form for each affiliate	d or closure sha
n the performance of the contract.		
None		, <u></u>
** ***********************************	and the second s	· · · · · · · · · · · · · · · · · · ·
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	4	
organization retained, employed or designated by before - Nassau County, its agencies, boards, com-	m "lobbyist" means any and every any client to influence - or promo imissions, department heads, legis	person or te a matter lators or
bid, post-bid, etc.). If none, enter "None." The ter organization retained, employed or designated by before - Nassau County, its agencies, boards, committees, including but not limited to the Oper Planning Commission. Such matters include, but development or improvement of real property subterm "lobbyist" does not include any officer, directly of Nassau, or State of New York, when design of Name, title, business address a	m "lobbyist" means any and every any client to influence - or promo missions, department heads, legis a Space and Parks Advisory Commare not limited to, requests for project to County regulation, procure ctor, trustee, employee, counsel or	person or te a matter lators or nittee and posals, ments. The agent of ts.
bid, post-bid, etc.). If none, enter "None." The ter organization retained, employed or designated by before - Nassau County, its agencies, boards, comcommittees, including but not limited to the Oper Planning Commission. Such matters include, but development or improvement of real property subterm "lobbyist" does not include any officer, directionary of Nassau, or State of New York, when d	m "lobbyist" means any and every any client to influence - or promo missions, department heads, legis a Space and Parks Advisory Commare not limited to, requests for project to County regulation, procure ctor, trustee, employee, counsel or ischarging his or her official duties	person or te a matter lators or nittee and posals, ments. The agent of ts.
bid, post-bid, etc.). If none, enter "None." The ter organization retained, employed or designated by before - Nassau County, its agencies, boards, comcommittees, including but not limited to the Oper Planning Commission. Such matters include, but development or improvement of real property subterm "lobbyist" does not include any officer, directly of Nassau, or State of New York, when design of Name, title, business address a	m "lobbyist" means any and every any client to influence - or promo missions, department heads, legis a Space and Parks Advisory Commare not limited to, requests for project to County regulation, procure ctor, trustee, employee, counsel or ischarging his or her official duties	person or te a matter lators or nittee and posals, ments. The agent of ts.
bid, post-bid, etc.). If none, enter "None." The ter organization retained, employed or designated by before - Nassau County, its agencies, boards, comcommittees, including but not limited to the Oper Planning Commission. Such matters include, but development or improvement of real property subterm "lobbyist" does not include any officer, directly of Nassau, or State of New York, when design of Name, title, business address a	m "lobbyist" means any and every any client to influence - or promo missions, department heads, legis a Space and Parks Advisory Commare not limited to, requests for project to County regulation, procure ctor, trustee, employee, counsel or ischarging his or her official duties	person or te a matter lators or nittee and posals, ments. The agent of ts.
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statements and they are, to his/her knowledge, true and accurate.

Dated: 10-21-16

Print Name: CHRISTEPHEN ROMANCE

Title: LIEUTENANT

ROCHVILLE CENTRE POLICE

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

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.

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

- 1. <u>Term.</u> This Agreement shall commence on October 1, 2015 and terminate on September 30, 2016.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement targeting proper seat belt and child safety seat laws; unsafe driver behavior including speeding, aggressive driving, which includes failure to yield the right of way, following too closely, unsafe passing or lane change, cell phone and distracted driving and disregarding traffic control devices including red light and stop sign running; enforcement of pedestrian laws for both motorists and pedestrians. The "Contractor" shall be required to report program activity to the "Department".
- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be **Fourteen Thousand Dollars (\$14,000.00)**, payable as follows: as a variable hourly overtime rate as fixed by contractual agreement between the municipality and its police agency and itemized in the attached program budget referred to as Appendix "A."
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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 "<u>Comptroller</u>").

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

6. Compliance With Law.

- (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- (c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 8. <u>Indemnification; Defense; Cooperation.</u> (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of

the Contractor's employees ("<u>Workers' Compensation Insurance</u>"), which insurance is in compliance with the New York State Workers' Compensation Law, and (<u>iv</u>) such additional insurance as the County may from time to time specify.

- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. 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. <u>Termination</u>. (a) <u>Generally</u>. 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.

- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) the time specified in any other provision of this Agreement.
- 14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

- 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; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 17. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

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

ву:	: . .:
Name: Francis X, Murray	
Title: Mayor, Inc. VIllage of	RVE
Date: Feb. 9, 2016	,
NASSAU COUNTY	
NASSAU COUNTT	
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By:	- ·
Name:	* .
Title: Deputy County Executive	
Date:	<u> :</u>

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)		
)ss.: COUNTY OF NASSAU)		
and say that he or she resides Mayor of J herein and which executed the	in the year 201/2 before me personally known, who, being by me duly sworn in the County of Nasau ; that he or she is the corporation designed instrument; and that he or she signed his or held of directors of said corporation.	onally came , did depose the scribed er name
NOTARY PUBLIC	May T. Romes May T. Romes May T. Romes Notary Public, State of New York No. 01804931993 Qualified in Newsau County 2018 Commission Expires February 5,	: :
STATE OF NEW YORK)		
)ss.: COUNTY OF NASSAU)		:
On the day of	in the year 201before me personally known, who, being by me duly sworn	onally came , did depose
County Executive of the Coun which executed the above ins	s in the County of; that he or she is ity of Nassau, the municipal corporation described here trument; and that he or she signed his or her name the County Government Law of Nassau County.	ein and
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NOTARY PUBLIC

APPENDIX A

VILLAGE OF ROCKVILLE CENTRE

POLICE TRAFFIC SERVICE GRANT

10/01/15-- 09/30/16

	DESCRIPTION	AMOUNT
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PERSONAL SERVICES:		
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Salaries for police enforcement.		14,000.00
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GENERAL EXPENSES:		į.

GRAND TOTAL: \$ 14,000.00