



E-5-17

Contract Details

SERVICE Property Management

NIFS ID #: CQPW16000014 NIFS Entry Date: 12/23/16 Term: from 1/1/17 to 1/1/2022

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 Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate	Vendor ID# 020763626-01
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person Mary Schackner Phone (516) 248-6922

County Department
Department Contact Kevin Walsh
Address 1 West Street, Mineola, New York 11501
Phone (516) 571-0591

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	12/23/16	<i>Chad</i>	
12/26/16	OMB	NIFS Approval (Contractor Registered) ☒	12/26/16	<i>Mark Viter</i>	Yes ☐ No ☐ Not required if blanket resolution
12/26/16	County Attorney	CA RE & Insurance Verification ☒	12/26/16	<i>[Signature]</i>	
12/26/16	County Attorney	CA Approval as to form ☐	12/26/16	<i>[Signature]</i>	Yes ☒ No ☐
12/26/16	Legislative Affairs	Fw'd Original Contract to CA ☐	12/26/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/3/17	County Executive	Notarization Filed with Clerk of the Leg. ☐	1/3/17	<i>[Signature]</i>	



Contract Summary

Description: Property management of Mitchel Field Units in Uniondale, Town of Hempstead, County of Nassau, New York
Purpose: Contractor to provide professional property management services at County owned property consisting of sixty (60) residential units, gymnasium, and the theater, in Mitchel Field, East Garden City/Uniondale, New York.
Method of Procurement: The Department issued a Request for Proposals ("RFP") on May 16, 2016.
Procurement History: The Department issued an RFP on May 16, 2016. Notices of the RFP was published in Newsday and was made available on the County's website. The Department received proposals from Smith & DeGroat Real Estate, ACC Real Estate Services, Inc. and Becker Real Estate Services, Inc. After evaluations and interviews, the selection committee recommended awarding the contract to Smith & DeGroat. Smith & DeGroat scored the highest of the proposers.
Description of General Provisions: The contractor will perform all necessary and customary property management services including, but not limited to, ordinary maintenance and repair of the property; rent collection; managing and supervising tenants; supervision of employees; and maintenance of budget records. The units are currently 100% occupied by veterans and active military families.
Impact on Funding / Price Analysis: The contractor will be paid a percentage fee out of the license fees generated by occupancy of the units. The remainder of the fees generated will either be used for improvements to the units, maintenance of the property or will be turned over to the County.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	GEN
Resp:	1100
Object:	DE535
Transaction:	CQ

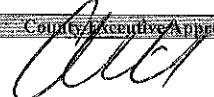
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXXX
County	\$520,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$520,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN1100/DE535	\$520,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$520,000.00

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 1/3/07
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Smith & DeGroat Realty Corp. d/b/a Smith & DeGroat Real Estate

2. Dollar amount requiring NIFA approval: \$ 520,000

Amount to be encumbered: \$ 520,000

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement -- NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 1/1/17-1/1/2022

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % _____
☐ Other 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:

Contractor to provide professional property management services at County owned property consisting sixty (6) residential units, gymnasium, and the theater, in Mitchel Field, East Garden City, New York.

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:

CLPW16000009-\$611,281.00

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 Deputy County Executive For Finance Date 12/26/2016
Eric C. NAUGHTON.
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.

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: Smith & DeGroat Realty Corp. d/b/a Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 East Jericho Turnpike, Mineola, New York 11501

FEDERAL TAX ID #: 020763626-01

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 May 16, 2016. Notices of the RFP was published in Newsday and was made available on the County's website. The Department received proposals from Smith & DeGroat Real Estate, ACC Real Estate Services, Inc. and Becker Real Estate Services, Inc. After evaluations and interviews, the selection committee recommended awarding the contract to Smith & Degroat. Smith & DeGroat scored the highest of the proposers.

III. ☐ This is a renewal, extension or amendment of an existing lease.

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

12/2/16
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.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DIVISION OF REAL ESTATE SERVICES AND SMITH AND
DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE

WHEREAS, the County has negotiated a personal services agreement
with Smith and Drake Realty Corp. d/b/a Smith & DeGroat Real Estate to
manage, operate maintain and supervise the properties known as the
“Mitchel Field Properties”, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Smith and Drake Realty Corp. d/b/a Smith & DeGroat Real Estate.

Exhibit A



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?

None.

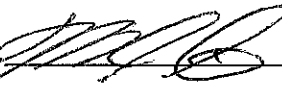
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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.

Vendor: Smith & Drake Realty Corp.
DBA Smith & DeGroat Real Estate

Dated: November 25, 2016

Signed: 

Print Name: Matthew L. Smith

Title: President

COUNTY OF NASSAU

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

1. Name of the Entity: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate

Address: 27 East Jericho Turnpike

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 02-0763627

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):

Matthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746

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.

Matthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746

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.

Standard Valuation Services - 24% Ownership by Matthew L. Smith

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.**

None.

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

None.

8. **VERIFICATION:** This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: November 25, 2016

Signed: 

Print Name: Matthew L. Smith

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.

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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Matthew L. Smith
2. Date of birth 11 / 19 / 1962
Home address 3 Fathers Court
City/state/zip Dix Hills, NY 11746
Business address 27 East Jericho Turnpike
City/state/zip Mineola, NY 11501
Telephone 516-248-6905
Other present address 888 Veterans Memorial Highway
City/state/zip Hauppauge, NY 11788
Telephone 631-761-9220
List of other addresses and telephone numbers attached

3. Positions held in submitting business and starting date of each (check all applicable)
President 06 / 01 / 2002 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)

4. Do you have an equity interest in the business submitting the questionnaire?
NO YES X If Yes, provide details. 100% Ownership.

5. 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.

6. 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. 24% Ownership in Standard Valuation Services.

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. Villages of Mineola, Williston Park, East Rockaway, Floral Park, Island Park, Roslyn, Roslyn Estates. City of New York, NYS DOT Region 10/11. IRS.

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 contract 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 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, 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.

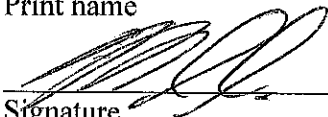
Sworn to before me this 25th day of November 20 16

Neal D. Peysner
Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2019

Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate
Name of submitting business

Matthew L. Smith
Print name


Signature

President
Title

11 / 25 2016
Date

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 "non-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: November 25, 2016

1) Proposer's Legal Name: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate

2) Address of Place of Business: 27 East Jericho Turnpike, Mineola, NY 11501

List all other business addresses used within last five years:
888 Veterans Memorial Highway, Suite 530, Hauppauge, NY 11788

3) Mailing Address (if different): _____

Phone : 516-248-6905

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 064744147

5) Federal I.D. Number: 02-0763626

6) The 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: Share space with Standard Valuation Services.

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 proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the 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 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 conflicts exist"**

(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 conflicts 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 as collection agent on behalf of Nassau County.

No conflicts 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 as a collection agent on behalf of Nassau County.

No conflicts 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.

Our firm screens and vets prospective employees, contractors and sub-contractors to assure that a conflict of interest would not exist. In the event a possible conflict arises, the County will be notified to make a determination.

- 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; 1954
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Mathew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746
- iii) Name, address and position of all officers and directors of the company;
Matthew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 18
- vi) Annual revenue of firm; \$1,500,000
- vii) Summary of relevant accomplishments See Section 2 of Proposal.
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 62

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See Section 2 of Proposal.

- 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 North Hempstead Housing Authority

Contact Person Sean T. Rainey, Executive Director

Address 899 Broadway

City/State Westbury, NY 11590

Telephone 516-627-6433

Fax # 516-627-8476

E-Mail Address sraineynhha@optonline.net

Company The Hagedorn Foundation

Contact Person Darren Sandow, Executive Director

Address 225 Bryant Avenue

City/State Roslyn, NY 11548

Telephone 516-625-1500

Fax # 516-621-1235

E-Mail Address dsandow@hagedomfoundation.org

Company Town of North Hempstead

Contact Person Michael J. Kelly, Deputy Town Attorney

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone 516-869-7695

Fax # 516-869-7605

E-Mail Address kellym@northhempsteadny.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, 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 25th day of November 2016

Neal D. Peysner
Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2019

Name of submitting business: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate

By: Matthew L. Smith
Print name
[Signature]
Signature

President
Title

11 / 25 / 2016
Date

REAL ESTATE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, dated as of the date this agreement is executed by the County Executive (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 Nassau County Office of Real Estate Services, having its principal office at One West Street, Room 200, Mineola, New York 11501 (the "Department"), and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County owns property known as Section 44, Block F, Lot 353 and Part of 197 on the Land and Tax Map of Nassau County (the "Mitchel Field Property"); and

WHEREAS, The County requires someone to manage, operate and maintain the Mitchel Field Property; and

WHEREAS, in furtherance of this objective, the County issued Request For Proposals #RE0516-1615 on May 6, 2016; and

WHEREAS, the County selected the Contractor as the winning proposer, based on the view that the Contractor is well-qualified to provide for the management, operation and maintenance of the Mitchel Field Property, subject to the terms and conditions contained herein;

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on January 1, 2017 (the "Commencement Date") and shall terminate upon the five (5) year anniversary of the Commencement Date (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for one (1) additional three (3) year period in the County's sole discretion (the "Renewal Term" and together with the Initial Term, the "Term"). Each twelve (12) month period of the Term shall be an Agreement Year.

2. Services.

(a) The Contractor shall perform the following services (the "Services"):

(i) Management of Residential Units. The Contractor shall, at the direction of the

County, act as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Exhibit A attached hereto (the "Units") and any land or improvements associated therewith, as more specifically defined herein. The County reserves the right to add or remove any Unit from Schedule A at any time. The Contractor specifically represents that the terms and conditions of this Agreement have been negotiated taking into account the County's right to add or remove Units from the scope of this Agreement and, as such, recognizes that the County shall have no liability to the Contractor for any fees or expenses subsequent to written notice of removal of such units and shall have no obligation to compensate the Contractor for such removal(s).

(I) Licensing of Residential Units. The Contractor shall act as the County's managing agent in the issuance of Use and Occupancy Permit Agreements ("U&O Permits") for the residential use of the Units. In this regard, the Contractor shall establish market license fees for the use of the Units, advertise and market the Units, select occupants for residential use of the Units, prepare U&O Permits for the use of such Units for execution by the County, perform all maintenance activities called for the County to perform in such U&O Permits, collect all fees established in such U&O Permits and enforce the terms of such U&O Permits in the event of a breach by an occupant or occupants. All of the matters in the preceding sentence are subject to the approval of the Department. The form of the U&O Permit shall be developed by the County for use by the Contractor. The fees charged pursuant to the U&O Permits shall be inclusive of electric costs, unless otherwise stated by the Department. Contractor shall determine the electric fee to be charged to each Unit and shall include such fee in the fee for the occupancy of each Unit. The Contractor shall be entitled to charge potential occupants a brokerage fee as the exclusive broker for the Units covered by this Agreement, for locating such occupant, provided that such fee shall be no greater than one month's license fee for the Unit being occupied by such occupant. Notwithstanding any of the above, the Contractor shall endeavor to ensure that, as the Units become available, the Units are occupied by veterans either (1) pursuant to any available veterans affordable housing program or (2) not pursuant to an available veterans affordable housing program, in which case the brokerage fee requirements shall be waived and such occupants shall be responsible only for half of the normally applicable security deposit, but otherwise fair market license fees and applicable utility fees shall be charged in full. For purposes of this Section (2)(a)(i)(I), the term U&O Permit shall also include leases where leases are required by the terms and conditions of the funding sources administering such affordable housing programs referenced above. Contractor recognizes that such leases may require the approval of the Nassau County Legislature.

Contractor represents that the County is not responsible for the payment of any broker fee to the Contractor for the occupancy of any of the Units and shall have no recourse against the County in the event that any potential or prospective occupant of any of the Units fails to pay the Contractor a broker fee in connection with the Units.

County shall have the right, in its sole discretion, to approve the terms and conditions, and form of any proposed License Agreement and to approve any prospective licensees. Contractor shall have no authority to sign License Agreements and therefore shall forward all such agreements to County for signature.

County may, if it deems it to be necessary or prudent, enter into negotiations directly with any prospective licensees; provided, however, that such direct negotiations by County shall not affect the amount of any commissions that would otherwise be due Contractor, and provided further, that any such direct negotiations by County shall not affect the terms and conditions of this Agreement regarding whether or when a commission is deemed to be earned.

(II) Maintenance of Residential Units. The Contractor shall perform all maintenance activities associated with the Units, including, but not limited to, trash collection and removal, pest and vermin control, regular landscaping and snow removal. The Contractor shall perform such all other repair and maintenance activities with regard to the Units as may be requested from time to time by the County or the occupants of the Units in accordance with the terms and conditions of the U&O Permits then in effect. All maintenance and repair activities are to be funded by the fees collected by the Contractor for the occupancy of the Units. In no event shall the Contractor advance monies on behalf of the County to perform any maintenance or repair activities. In the event the Contractor deems it necessary and financially prudent to retain a subcontractor to perform any of the maintenance activities described above, except for ordinary and/or emergency repairs, the Contractor shall engage in a sealed bid process for the performance of such activities and shall choose the subcontractor that presents the lowest bid, unless a higher bid is presented by a bidder with higher qualifications than the lowest bid in the Contractor's reasonable judgment. In any event, the use of such subcontractor shall be subject to the approval of the Department, which shall not be unreasonably withheld; provided, however, that the County reserves the right to reject any bid that is not the lowest bid. Licensees shall be responsible for interior repairs other than replacement of appliances, and all utility expenses, where possible.

(III) Garage Units. Contractor shall apportion the garage units located on the Mitchel Field Property to each of the Units as directed by the Department. The license fees charged to occupants of the Units shall include use of such Unit's assigned garage unit. The Contractor shall maintain such garage units as described above.

(IV) On-Site Manager. Contractor shall employ a manager (the "Manager") to remain on-site and shall assign a duplex Unit where such Manager will reside for that purpose. Contractor, at its discretion, may provide such Unit to the Manager at a reduced or no monthly fee as compensation for the Manager's services. Such Manager shall have the responsibility of responding to day-to-day and emergency issues arising in regard to the Units, and shall be "on-call" for this purpose twenty-four (24) hours per day, seven (7) days per week. The Manager's compensation shall be paid for through the Contractor's Management Fee (defined below). Manager shall notify the Contractor and the Department of any accident or unusual incident occurring on the property as soon as such notification is practicable. The Manager shall be deemed an employee of the Contractor.

(ii) Capital Improvements to Residential Units. The County and the Contractor recognize that certain of the Units are in varying stages of disrepair and that, in order to return such units to revenue service and to allow the County to realize revenue from the occupancy of such Units, such Units will require certain capital improvements and repairs.

(I) Within thirty (30) days of the Commencement Date, the Contractor shall submit to the Department, for those units not occupied as of the Commencement Date, a capital improvement plan describing the capital improvements to be performed, the schedule by which such improvements are to be performed and the costs associated with such improvements. The Contractor shall perform such improvements in accordance with such plan upon the approval of the plan by the Department.

(II) Upon the vacancy of each Unit that is occupied on the Commencement Date, the Contractor shall submit to the Department within twenty (20) days following such vacancy a capital improvement plan describing the capital improvements to be performed to such Unit, the schedule by which such improvements are to be performed and the costs associated with such improvements. The County may require revisions to such plan at its discretion. The Contractor shall perform such improvements in accordance with such plan upon the approval of the plan by the Department.

(III) All capital improvements are to be financed by the fees collected by the Contractor for the occupancy of the Units. In no event shall the Contractor advance monies on behalf of the County to perform any capital improvements.

(IV) In performing the capital improvements described above, Contractor agrees to engage subcontractors that pay their employees "prevailing wages" (as defined in Article 8 of the New York Labor Law) and otherwise comply with the applicable provisions of Article 8 of the New York Labor Law and any other applicable laws, rules and regulations.

(V) In performing the capital improvement activities described above, Contractor shall comply with the "DPW Guidelines" attached here as Appendix B. All work performed is subject to the review and approval of the Department of Public Works ("DPW").

(b) County Ownership and Control of Work Product. Any reports, plans, specifications, engineering calculations, surveys, technical data, cost estimates, all miscellaneous drawings, and all information contained therein provided or produced by the Contractor in connection with its performance under this Agreement shall be the property of the County. The County hereby grants the Contractor the right to retain copies of such materials and information for use in any future work with the County. It is understood and agreed that the Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the County, without the prior written approval of the County.

(c) Infringement. The Contractor warrants and represents that all deliverables required by this Agreement to be created for the County (the "Deliverables" or a "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or action alleging that any Deliverable infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right. In the event of any third party claim against the County in respect of the Deliverable, the Contractor, at its option, may (i) obtain the right to produce or use the Deliverable without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverable, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Deliverable and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific instructions.

3. Amount of Consideration. (a) In consideration for the Services to be performed by the Contractor under this Agreement, the Contractor shall be entitled to a management fee (the "Management Fee") in the amount of nine percent (9%) of the gross license fees, receipts and income collected by the Contractor from

occupants of the Units, payable as described in Section 4 below.

(b) The Contractor shall be entitled to a construction management fee (the "Construction Management Fee") equal to twelve percent (12%) of the total amount expended for such capital improvements approved by the Department. The Construction Management Fee shall be based only on those amounts expended for capital improvements and not expenses related to general or emergency repairs or maintenance activities.

4. Collection of Monies; Charges to be Paid; Payments to the County; Reports. (a) The Contractor shall collect all license fees, receipts and income that are due and payable to the County in connection with the occupancy, use and enjoyment of the Units and shall maintain such fees in a non-interest-bearing escrow account (the "Fee Escrow Account") in the name of the Contractor in trust for the County at such bank or financial institution as may be directed by the County from time to time. From such amounts, at which times the Contractor submits its Quarterly Report and Annual Report (as such terms and such reports are defined and described below), the Contractor shall deduct its Management Fee from the Fee Escrow Account. All other amounts in such account shall be available for use by the Contractor for: (i) capital improvements; (ii) repairs and maintenance expenses as described above upon the approval of the Department; and (iii) the Construction Management Fee. At the end of each Agreement Year Quarter, the Contractor shall forward to the County the balance of such Fee Escrow Account, less ten percent (10%) of the gross license fees, receipts and income collected by the Contractor from occupants of the Units, which amount is to remain in the Fee Escrow Account to be used for capital improvements and repairs to the Units at the direction and upon the approval of the County. At no point shall the Contractor allow the Fee Escrow Account balance to drop below such level necessary to allow for the payment of all expenses due under this Agreement.

Contractor recognizes that the license fees charged to occupants of the Units may include fees charged for electricity. Contractor shall separately account for such electric fees collected and shall remit such monies to the County on a quarterly basis without deduction. Contractor specifically agrees that it shall not be entitled to include such electric costs when calculating its Management Fee or any other fee.

(b) The Contractor shall collect all security deposits that are due and payable by the occupants of the Units and shall maintain such deposits in a non-interest-bearing escrow account (the "Deposit Escrow Account") in the name of the Contractor in trust for the County at such bank or financial institution as may be directed by the County from time to time. Contractor shall also deposit into the Deposit Escrow Account such security deposits as are paid to the County by the previous property manager. Such amounts in the Deposit Escrow Account shall be used solely by the Contractor (i) to reimburse the Fee Escrow Account for any amounts not paid by the occupant of the Unit associated with such deposit that are or were due and payable by such occupant, (ii) to pay for repairs to such Unit made necessary by the occupant of the Unit (beyond normal wear and tear) at the discretion of the Contractor and subject to the prior approval of the Department or (iii) to be paid back to such occupant in the event that all sums due and payable by such occupant have been paid and the occupant has not made necessary any repairs to the Unit beyond normal wear and tear.

(c) Fiduciary Duty. In the maintenance of the Fee Escrow Account and the Deposit Escrow Account (together, the "Accounts"), the Contractor recognizes that it is a fiduciary to the County and shall be liable to the County under applicable law for its negligence, willful misconduct and breach of applicable standard of care in connection the maintenance of the Accounts.

(d) Reports. The Contractor, within thirty (30) days of the termination of each calendar quarter of each Agreement Year of this Agreement, shall furnish to the County a report (the "Quarterly Report") of all revenues collected under this Agreement of any kind, all expenses paid by the Contractor for maintenance

activities performed under this Agreement, and all amounts expended for capital improvements and repairs to the Units. Such Quarterly Report shall include:

- (i) A statement of income and expenses
- (ii) A then-current occupant roll including the names of such occupants, the address of such Units, the fee charged to such occupant for the occupancy of the Unit, any security deposit being held, whether such occupants are current and the commencement date of the U&O Permit.
- (iii) Amounts of any expenses for capital improvements and repairs made to the Units and paid from the Fee Escrow Account
- (iv) Amounts of any expenses for maintenance activities performed and paid from the Fee Escrow Account
- (v) A listing of the security deposits held in the Deposit Escrow Account, the identity of the occupants and Units associated with such Deposits, and any deposits either returned to occupants or used by the Contractor in accordance with this Agreement
- (vi) The Management Fee deducted from the Fee Escrow Account
- (vii) The Construction Management Fee deducted from the Fee Escrow Account
- (viii) Any amounts collected and due the previous property manager

The Quarterly Report due to the County within thirty (30) days of the end of the fourth quarter of each Agreement Year shall be an Annual Report, which shall contain the above information for both the previous quarter and Agreement Year. Such Quarterly and Annual Reports required by this Section 4(d) shall be furnished to the following parties:

- (i) Office of Real Estate Services, One West Street, Mineola, NY 11501
- (ii) Office of Management and Budget, One West Street, Mineola, NY 11501
- (iii) Office of the County Comptroller, 240 Old Country Road, Mineola, NY 11501
- (iv) Office of the County Treasurer, One West Street, Mineola, NY 11501
- (v) Office of Parks, Recreation & Museums, 1899 Hempstead Tpke., East Meadow, NY 11554

The County may alter the above listing from time to time upon notice to the Contractor.

(f) (i) The County, through the Office of the County Comptroller (the "Comptroller") and other duly authorized representatives of the County shall have the right, during normal business hours and with reasonable advance notice, to examine or audit the records, books of account and data of the Contractor

relating to this Agreement. Contractor shall cooperate fully and assist the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Contractor's data, books and records, including supporting documentation, are situated at a location 50 miles or more from the County, the records shall be provided to the County (electronically, by telecopy or by overnight mail) within thirty (30) days of any request, for examination and audit upon the County's request.

(ii) During the course of an audit, in the event that the Comptroller or other duly authorized representative of the County shall discover a discrepancy that resulted in a payment to the County which is lower than the amount the County is entitled to under this Agreement (a "Shortfall"), such Shortfall shall be paid to the County within thirty (30) days of the discovery of the Shortfall. If such discrepancy resulted in a payment to the County which is higher than the amount the County is entitled to under this Agreement (an "Overpayment"), such Overpayment shall be refunded to the Contractor upon the review and approval of the Comptroller of a claim voucher submitted by the Contractor to the County.

(iii) The failure or refusal of the Contractor to permit the Comptroller or any duly-authorized representative of the County to audit and examine the Contractor's records, books of account and data or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Contractor in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this Contractor and a default hereunder which shall entitle the County to terminate this Agreement.

(g) Late charges shall be assessed on any payment that is overdue for more than ten days. In the event that payment of license fees, percentage fees or other charges shall become overdue for ten days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of 2% per month on the sums so overdue (computed on a thirty day month) from the date they were due and payable shall become immediately due and payable to the Department as liquidated damages for the administrative cost and expenses incurred by the Department by reason of Licensee's failure to make prompt payment and said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including prior 2% charges) are not paid in full by the tenth day of the month following the month in which it shall be due, or is already past due, an additional charge of 2% of the total such fee and arrears shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by the Department to bill Licensee for late charges shall constitute a waiver by the Department of such late charges or his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the 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.

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

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

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be 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. (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 two million dollars (\$2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) one or more policies for commercial general automobile 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 (v) such additional insurance as the County may from time to time specify. At such times as the Contractor engages subcontractors to perform any capital improvements or repairs to the Units, the Contractor shall ensure that such contractors maintain such insurance policies as are reasonable and customary for the work being performed, including, if necessary, those insurance policies described in Appendix B attached hereto.

(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. Upon the request of the County, the Contractor shall furnish copies of any policies of insurance required under this Agreement.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of the Department (the "Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Director shall be given to the Chief Deputy County Executive on the same day that notice is given to the Director.

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

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate

records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Chief Deputy County Executive 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 Chief Deputy County Executive under this Section to each of (i) the Department and the (ii) the County Attorney, One West Street, Mineola, New York 11501 on the same day that documents are sent or delivered to the Chief Deputy County Executive. 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 Director at the address specified above for the Department, (ii) if to the Chief Deputy County Executive, to the attention of the Chief Deputy County Executive (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. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement (other than a failure to pay money) if that failure is caused directly or indirectly, by floods, communications failure, extreme weather, fire, mud slide, solar flare, earthquake, or other natural calamity or act of God, interruption in water or electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting contractors or subcontractors for which the party claiming force Majeure is not responsible, or any other similar cause beyond the reasonable control of the party claiming force Majeure.

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. 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.

22. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three and 00/100 Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed

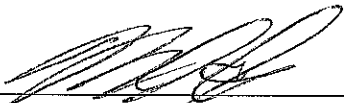
by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[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.

SMITH AND DRAKE REALTY CORP.
D/B/A SMITH & DEGROAT REAL ESTATE

By: 
Name: Matthew Smith
Title: President
Date: 11-30-16

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of November in the year 2016 before me personally came Matthew Smith 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 is the President of Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, 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.

Neal D. Payne
NOTARY PUBLIC

NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2019

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
IN SENATE,

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 Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto.

NOTARY PUBLIC

SCHEDULE "A"
THE UNITS

All Units described below are located on the Mitchel Field Property, as described in the Agreement

Schedule A

Mitchel Field Occupancy Report

Status=Current

Status	Address	City	State	Zip
Current	215 East Wheeler Avenue	East Garden City	NY	11530
Current	215 West Wheeler Avenue	East Garden City	NY	11530
Current	216 East Wheeler Avenue	East Garden City	NY	11530
Current	216 West Wheeler Avenue	East Garden City	NY	11530
Current	217 East Wheeler Avenue	East Garden City	NY	11530
Current	217 West Wheeler Avenue	East Garden City	NY	11530
Current	218 East Wheeler Avenue	East Garden City	NY	11530
Current	218 West Wheeler Avenue	East Garden City	NY	11530
Current	221 East Wheeler Avenue	East Garden City	NY	11530
Current	221 West Wheeler Avenue	East Garden City	NY	11530
Current	222 East Wheeler Avenue	East Garden City	NY	11530
Current	222 West Wheeler Avenue	East Garden City	NY	11530
Current	223 East Wheeler Avenue	East Garden City	NY	11530
Current	223 West Wheeler Avenue	East Garden City	NY	11530
Current	224 East Wheeler Avenue	East Garden City	NY	11530
Current	224 West Wheeler Avenue	East Garden City	NY	11530
Current	227 East Wheeler Avenue	East Garden City	NY	11530
Current	227 West Wheeler Avenue	East Garden City	NY	11530
Current	231 East Wheeler Avenue	East Garden City	NY	11530
Current	231 West Wheeler Avenue	East Garden City	NY	11530
Current	232 East Wheeler Avenue	East Garden City	NY	11530
Current	232 West Wheeler Avenue	East Garden City	NY	11530
Current	233 East Wheeler Avenue	East Garden City	NY	11530
Current	233 West Wheeler Avenue	East Garden City	NY	11530
Current	234 East Wheeler Avenue	East Garden City	NY	11530
Current	234 West Wheeler Avenue	East Garden City	NY	11530
Current	236 East Miller Avenue	East Garden City	NY	11530
Current	237 East Miller Avenue	East Garden City	NY	11530
Current	237 West Miller Avenue	East Garden City	NY	11530
Current	238 East Miller Avenue	East Garden City	NY	11530
Current	238 West Miller Avenue	East Garden City	NY	11530
Current	239 East Miller Avenue	East Garden City	NY	11530
Current	239 West Miller Avenue	East Garden City	NY	11530
Current	240 East Miller Avenue	East Garden City	NY	11530
Current	240 West Miller Avenue	East Garden City	NY	11530
Current	241 East Miller Avenue	East Garden City	NY	11530
Current	241 West Miller Avenue	East Garden City	NY	11530
Current	242 East Miller Avenue	East Garden City	NY	11530
Current	243 East Miller Avenue	East Garden City	NY	11530
Current	243 West Miller Avenue	East Garden City	NY	11530
Current	329 Bane Road	East Garden City	NY	11530
Current	330 Bane Road	East Garden City	NY	11530

Schedule A

Mitchel Field Occupancy Report

Status=Current

Status	Address	City	State	Zip
Current	331 Bane Road	East Garden City	NY	11530
Current	332 Bane Road	East Garden City	NY	11530
Current	333 Bane Road	East Garden City	NY	11530
Current	334 Bane Road	East Garden City	NY	11530
Current	335 Bane Road	East Garden City	NY	11530
Current	337 Bane Road	East Garden City	NY	11530
Current	338 Bane Road	East Garden City	NY	11530
Current	339 Bane Road	East Garden City	NY	11530
Current	340 Bane Road	East Garden City	NY	11530
Current	341 Bane Road	East Garden City	NY	11530
Current	342 Bane Road	East Garden City	NY	11530
Current	343 Miller Avenue	East Garden City	NY	11530
Current	344 Miller Avenue	East Garden City	NY	11530
Current	345 Miller Avenue	East Garden City	NY	11530
Current	346 Miller Avenue	East Garden City	NY	11530
Current	347 Miller Avenue	East Garden City	NY	11530
Current	90 Hospital Road-THEATER	East Garden City	NY	11530
Current	Miller Avenue-GYMNASIUM	East GardenCity	NY	11530

EXHIBIT "B"

DPW GUIDELINES

All suppliers participating in the design and construction are subject to the approval of Nassau County and will provide all vendor agreements & permits to Nassau County Department of Public Works (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to the Department and the Department of Public Works, or their designee for formal approval prior to the commencement of any work. The Operator will pay Nassau County a design review fee equal to 0.5% of the project value upon approval of the plans. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. The Operator will be responsible for securing the site during the construction phase. No construction can commence or ground disturbed prior to receiving a building permit. The Operator will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No contracts for materials, equipment or labor are to be made except with the concurrence of The Department its designee. The following guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the County and the Operator:

a. The Operator must have the work designed by a New York State Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code
- H. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers
- J. Americans With Disabilities Act
- K. Nassau County D.P.W. Drainage Requirements

b. If the Operator proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacture of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

d. The Operator or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state and federal agencies.

e. The Architect/Engineer of record shall certify in writing to Nassau County and all other public agencies having jurisdiction that the facility was constructed in accordance with the contract documents and all applicable codes and standards (and if a pre-engineered metal building, the guidelines of the MBMA)

f. Record “as-built” drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

g. The Operator agrees to be responsible for, and save the County harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility.

h. The Operator shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the County, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker’s Compensation Insurance, Owner’s Protective Public Liability Insurance, Builders All Risk Insurance.

i. Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

j. All contracts for construction or improvements to the Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor.

Appendix A

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:

Matthew Smith

_____. (Name)

27 East Jericho Turnpike, Mineola, NY 11501

_____. (Address)

516-248-6905

_____. (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:

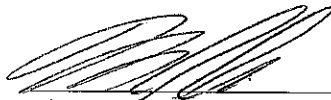
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational 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.

11/30/16

Dated _____



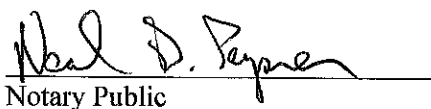
Signature of Chief Executive Officer

Matthew Smith

Name of Chief Executive Officer

Sworn to before me this

____ 30th ____ day of ____ November _____, 2016.


Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
25 Qualified in Nassau County
My Commission Expires March 06, 2019

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

TO: All Vendors
RE : SUBMITTAL OF CONFIDENTIAL INFORMATION

Please be advised that all documents submitted are subject to being posted in **their entirety** on the County's website. Before submitting all related documents the Contractor should make a copy of all of the related contractual forms and examine them for sensitive content of private information that can trace the document to you or your firm such as telephone numbers, tax ID's

...

If you wish to redact information submitted so that it is not released for publication then it is the responsibility of the contractor to remove this information on the copy of the document being submitted. The original should remain with all information.

The contractor should submit an original and copy that has been "redacted" where you have edited the original and permanently removed information that is sensitive or confidential.

The "website ready" paperwork is to be attached to the contract package that is being returned to the County for approvals. If no "website ready" edited documents are included in your packet, we will conclude that all information submitted is acceptable to post on the County website