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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

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13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

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16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 August 3, 2020

23 3:32 P.M.

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

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4 LEGISLATOR RICHARD NICOLELLO

5 Chair

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7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

9

10 LEGISLATOR STEVEN RHOADS

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12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

16

17 LEGISLATOR DELIA DERIGGI-WHITTON

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19 LEGISLATOR SIELA BYNOE

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2 LEGISLATOR NICOLELLO: I'm going
3 to call the Rules Committee to order. Mike,
4 do you want to call the roll.

5 MR. PULITZER: Thank you. Rules
6 Committee roll call. Legislator Siela Bynoe.

7 LEGISLATOR BYNOE: Here.

8 MR. PULITZER: Legislator Delia
9 DeRiggi-Whitton.

10 LEGISLATOR DERIGGI-WHITTON:
11 Here.

12 MR. PULITZER: Ranking member
13 Kevan Abrahams.

14 LEGISLATOR ABRAHAMS: Here.

15 MR. PULITZER: Legislator Laura
16 Schaefer.

17 LEGISLATOR SCHAEFER: Here.

18 MR. PULITZER: Legislator Steven
19 Rhoads.

20 LEGISLATOR RHOADS: Present.

21 MR. PULITZER: Vice Chairman
22 Howard Kopel.

23 LEGISLATOR KOPEL: Here.

24 MR. PULITZER: Chairman Richard
25 Nicolello.

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2 LEGISLATOR NICOLELLO: Here.

3 MR. PULITZER: We have a quorum
4 sir.

5 LEGISLATOR NICOLELLO: I'm going
6 to be calling all the items at the same time
7 and then have presentations individually
8 except for two. I'm going to call E-120
9 separately and E-53 of '20 separately. Later
10 on we have recusals on those two items.

11 But for the rest A-20 and A29-2020,
12 a resolution authorizing the commissioner of
13 shared services to award and execute or
14 approve additional funds for a blanket
15 purchase order between the county and Idemia
16 Identity and Security USA as well as Long
17 Island FQHC.

18 A-32 of 2020, a resolution
19 ratifying the commissioner of shared services
20 award and execution of a purchase order
21 between the county of Nassau and Fastenal
22 Company.

23 B-21, B-24, B-28 of 2020 are
24 resolutions authorizing the county executive
25 to award and execute contracts between the

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2 county and Eldor Contracting Corp., Welsbach
3 Electric Corp., Posillico Civil, Inc.

4 Next batch is E-87, E-88, E-101
5 E-102, E-103, E-104 -- I'm holding 100. We're
6 not calling E-102. Let's go back to the
7 beginning. E-87, E-88, E-101, E-103, E-104,
8 E-105, E-106, E-107, E-109, E-110, E-111,
9 E-112, E-113, E-114, E-115, E-116.

10 These are resolutions authorizing
11 the county executive to execute personal
12 services agreements or amendments to personal
13 services agreements between the county and
14 Anthony Perri, Inc., Anthony Perri, Esquire,
15 Excel Reporting, Inc., Aelixt Group L.L.C.,
16 Long Island Veterinary Specialists, Motorola
17 Solutions, Vendrite Vending Corporation,
18 American Record Management, Inc., Peter M.
19 Farmer, MD, H2M Architects, De Bruin
20 Engineering, Rainbow Sound, N and P
21 Engineering, Louis K. McLean and Associates,
22 Hagerty Consulting, CG-3PL Engineering DPC and
23 Arthur Gallagher Risk Management Services,
24 Inc.

25 Moved by Legislator Schaefer.

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2 Seconded by Legislator DeRiggi-Whitton. Those
3 items are before us. While we are doing that,
4 I'm going to also move to untable three other
5 items so we can consider them altogether as
6 well. A-30, 2020 is a resolution authorizing
7 the commissioner of shared services to award
8 and execute a purchase order between the
9 county and Cogsdale Corporation.

10 E-90 and E-93 are resolutions
11 authorizing the county executive to execute
12 personal services agreements or amendments to
13 personal services agreements between the
14 county and Gannett Fleming Engineers.

15 Motion by Legislator Bynoe.
16 Seconded by Legislator Kopel. That's a motion
17 to untable those items. All in favor of
18 untabling signify by saying aye. Those
19 opposed? They are untabled. Let's start with
20 the police department contracts. A-2 of 2020.

21 MR. FIELD: Good afternoon.
22 William Field, deputy inspector Nassau County
23 Police Department. First item is A-2, 2020.
24 This is a request to authorize a blanket
25 purchase order for hardware and software

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2 maintenance for the Nassau County Police
3 Department's automated fingerprint system,
4 AFIS. This blanket purchase order will be
5 between the police department and Idemia
6 Identity Security L.L.C.

7 This is a sole source purchase.
8 The police department previously purchased
9 AFIS equipment that was manufactured in
10 combination with commercial off-the-shelf
11 products as well as proprietary hardware and
12 software. By this nature, only Idemia is
13 authorized to perform maintenance services on
14 our AFIS equipment.

15 The blanket purchase order has a
16 five-year term unless sooner terminated by the
17 county. The maximum amounts authorized under
18 this blanket purchase order are for this year,
19 for the first year, \$438,412.06. And then for
20 each annual period after the cost shall be
21 subject to a five percent increase, which is
22 to account for increases in maintenance, labor
23 and parts. And the maximum total amount for
24 the contract is \$2.5 million. It is a little
25 late having to do with the fact that the

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2 vendor did change names. They were formerly
3 known as Morphotrac and are now known as
4 Idemia.

5 LEGISLATOR NICOLELLO: Any
6 questions on this contract? Go to the second
7 one, Motorola, 104.

8 MR. FIELD: Item E-104-20 is an
9 amendment to an existing personal services
10 contract between the police department and
11 Motorola Solutions. The existing contract is
12 for the police department's record management
13 system and all the records processing system.
14 This entails all of our arrest processing,
15 auto accident and traffic ticket entries as
16 well as data input for police case reports.
17 Internally the program is called Premier One.

18 The purpose of this amendment is to
19 increase the contract price for two reasons.
20 The first being the integration of Premier One
21 records management with the Nassau County
22 District Attorney's Justware system.

23 The second reason is the purchase
24 of annual maintenance and support for Premier
25 One. The interface between the Justware

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2 system and Premier One will assist in the line
3 of communication between the district
4 attorney's office and the police department
5 and be able to further to increase the ability
6 to transfer information back and forth and
7 therefore remain in compliance with discovery
8 requirements.

9 The purchase of the maintenance and
10 support is required because the system has
11 been implemented by the county and has
12 acknowledged acceptance and that there's
13 beneficial use to the system. It was
14 originally purchased under a New York State
15 Office of General Services. The original
16 amount is for \$4.2 million. This has been
17 increased by \$3,507,262. With the maximum
18 amount of the contract now at \$7,707,262. It
19 is a four-year term ending in 2023.

20 LEGISLATOR NICOLELLO: Is this
21 related to New York State's new discovery
22 reforms?

23 MR. FIELD: Yes, sir. My
24 understanding is the integration component of
25 this contract is to assist the district

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2 attorney office's and the police department to
3 exchange information better in order to
4 continue to be compliant with new discovery
5 laws.

6 LEGISLATOR NICOLELLO: Any of the
7 cost, is that cost eligible for reimbursement
8 by the state?

9 MR. FIELD: That would be
10 something I would have to look into.

11 LEGISLATOR NICOLELLO: Anyone
12 else have any questions? Hearing none, let's
13 go to the third contract which is Cogsdale
14 Corp., A-30. I guess that's not under your
15 department.

16 MR. FIELD: Let me check on the
17 Cogsdale.

18 MS. STANTON: Good afternoon.
19 A-30, 2020. Nancy Stanton from IT. Cogsdale
20 Corporation. This is our annual renewal for
21 maintenance and support. The county's data
22 warehouse software supporting our county's
23 financial system. This request is for
24 \$118,925. The term is January 1, 2020 through
25 June 30, 2021. This is a sole source contract

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2 and we appreciate your consideration.

3 LEGISLATOR NICOLELLO: Any
4 questions? I think we're good. Next two are
5 emergency management and the first one is
6 A-29, 2020, a contract with Long Island FQHC.

7 MR. DELANEY: Tom Delaney, Office
8 of Emergency Management. Item A-29 is for a
9 blanket order to cover the procurement, the
10 services from Long Island FQHC, a health care
11 provider, partnered with NUMC that is
12 providing COVID-19 testing for us in
13 underserved communities that include Westbury,
14 Hempstead, Elmont and Freeport.

15 The cap on this purchase order,
16 this blanket purchase order is \$483,405. Just
17 as a side note, as of Friday FQHC has moved
18 their testing to indoors and not outdoors. So
19 it looks like they're downsizing a little bit
20 as far as the number of tests being
21 administered.

22 LEGISLATOR NICOLELLO: I may have
23 missed this but have you used all of the test
24 kits that were provided? Have you used all
25 the test kits that were obtained through this

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2 contract?

3 MR. DELANEY: No. This is still
4 an ongoing operation at this point. As we all
5 know, the governor is still pushing for
6 COVID-19 testing in our communities to help
7 with contact tracing and try to keep the
8 disease under control as much as possible.

9 LEGISLATOR NICOLELLO: Anyone
10 else have any questions on this contract? Why
11 don't you move on to A-32, Fastenal Company.

12 MR. DELANEY: This is a purchase
13 order with Fastenal for the procurement of
14 200,000 three-ply blue, they call them
15 surgical but they're really not surgical
16 masks. But these are the ones you most
17 commonly see people wearing. They're not near
18 as expensive as an N-95 mask or as
19 constricting. A lot easier to wear and they
20 certainly perform the function. As part of
21 again our governor's initiative we are making
22 sure that we have a sufficient stockpile in
23 Nassau County in OEM's warehouse to ensure the
24 ongoing continuity of operations for the
25 county.

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2 LEGISLATOR NICOLELLO: Any
3 questions on this? Legislator Bynoe.

4 LEGISLATOR BYNOE: Thank you
5 Presiding Officer. I actually want to let Tom
6 off the hook and I want to ask the questions
7 to our IG.

8 MS. FRANZESE: Jodi Franzese,
9 attorney general.

10 LEGISLATOR BYNOE: Good evening.
11 On this particular item there was something
12 was revealed in their backup history, the
13 business history, and it was something stating
14 that there was some discrimination. A case
15 was filed against this entity for
16 discrimination.

17 MS. FRANZESE: I'm sorry
18 Legislator Bynoe, are we at A-32-20?

19 LEGISLATOR BYNOE: Yes. The
20 Office of Federal Contract Compliance Programs
21 announced a settlement with this entity in the
22 amount of \$1.2 million, 1.2 plus million
23 dollars, regarding the termination of black
24 employees and female employees. Also it looks
25 like they were denying them full-time work or

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2 something to that effect.

3 The long and short of it is we saw
4 a contract come down here that had similar
5 allegations against an entity but there was an
6 oversight entity, another federal agency, that
7 was monitoring that company to ensure that
8 they were in compliance. I don't see any
9 mention of that here in this particular item
10 and probably what troubles me in combination
11 of not seeing that in this item, is also that
12 Fastenal vehemently denies the accusation and
13 saying it was justified and legitimate reasons
14 for not hiring these folks. Then they say
15 that they made several enhancements to ensure
16 it doesn't happen in the future.

17 So I find those two things to be
18 contradictory. If one is not able to see
19 their fault have they really made the
20 necessary adjustments? Without me seeing any
21 kind of additional oversight I'm left to
22 question whether you were able to review
23 this. If you have any additional information
24 for me to make me more comfortable with this
25 contract.

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2 MS. FRANZESE: Legislator Bynoe I
3 have not. We have a process. We looked at
4 this. We look at all the contracts that go
5 before the leg. We didn't choose to go deeper
6 on this particular matter. However, if you
7 would like us to talk a little bit more
8 cogently about the enhancements and the
9 strange, you know, we vehemently deny but we
10 are enhancing. But one of my defendants when
11 I was an ADA I'm guilty but I will certainly
12 go on probation. We would be happy to do that
13 in order to make you more comfortable.

14 LEGISLATOR BYNOE: This item is
15 before the Rules Committee and whatever
16 happens today would ratify it. It would
17 either pass or we would have to table it. I
18 don't know what the appetite is for tabling
19 the item until we can get that information. I
20 will actually make a motion to table the item.

21 LEGISLATOR NICOLELLO: Motion to
22 table and seconded is not debatable but did
23 you want to ask Delaney if there's any urgency
24 to this? Do we ask him that before we
25 consider the motion to table?

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2 LEGISLATOR BYNOE: Am I correct,
3 Mr. Delaney, did we already purchase these
4 items?

5 MR. DELANEY: During our crisis,
6 during our response to COVID-19, we were
7 trying to scramble as much as possible for the
8 procurement of needed PPEs. To answer the
9 question yes, these have already been
10 purchased.

11 LEGISLATOR BYNOE: That's the
12 only reason I didn't ask about the urgency.

13 LEGISLATOR NICOLELLO: We have a
14 motion to table and a second on this. All in
15 favor of tabling signify by saying aye. Those
16 opposed? The item is tabled.

17 MS. FRANZESE: I would just like
18 to note to the legislature that this doesn't
19 end this discussion. If you'd like us to go
20 further we're happy to do it.

21 LEGISLATOR BYNOE: You made some
22 points there that you would go back and find
23 out what those enhancements were. If you
24 could just delve a little deeper into this
25 issue and see if there has been any follow-up

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2 with an oversight or third party that can
3 confirm there's been no future claims of
4 discrimination or open litigation against them
5 regarding this issue.

6 MS. FRANZESE: We would be happy
7 to.

8 LEGISLATOR BYNOE: Thank you very
9 much.

10 LEGISLATOR NICOLELLO: Next
11 contracts we have are with public works. We
12 have a number. First one would be the
13 contract with Eldor Contracting Corporation,
14 B-21.

15 MR. ARNOLD: Ken Arnold, Public
16 Works. B-21 is a construction contract
17 related to improvements of the plant's
18 electrical system at Cedar Creek. There were
19 six bids. Eldor was below the engineer's
20 estimate. MWBE is at one percent. Should I
21 just continue to the next item?

22 LEGISLATOR NICOLELLO: Do we have
23 any questions on this one? I guess you can
24 move on.

25 MR. ARNOLD: Next item is B-24.

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2 This contract is for our on-call traffic
3 signal contract. This contract installs,
4 modifies and rehabilitates traffic signals and
5 associated equipment. We had four bids and
6 Welsbach was the lowest responsible bidder.
7 The bid was higher than the engineer's
8 estimate. We did an analysis and we found
9 that our engineer's estimate was high for a
10 number -- was low for a number of items
11 historically. So when we went back and looked
12 at it we don't feel that if we rebid this we
13 would do any better than the bid we received
14 in this proposal. Welsbach is proposing 5.6
15 percent MWBE.

16 LEGISLATOR NICOLELLO: Any
17 questions on the Welsbach contract? Move on
18 to the next one.

19 MR. ARNOLD: B-28 is a
20 construction contract phase 66 resurfacing.
21 It contains 21 lane miles of road. We
22 received four bids. The lowest bid was
23 Posillico. It was at the engineer's
24 estimate. MWBE participation's at 15.8
25 percent.

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2 LEGISLATOR NICOLELLO: Any

3 questions? Keep going.

4 MR. ARNOLD: Next item E-108-20

5 is a design contract associated with the hot
6 and chill piping network at Bay Park. This
7 piping heats and cools the facility's
8 buildings. This is 100 percent funded through
9 the Bay Park 428 program. We had two
10 bidders. H2M was the highest technically
11 ranked but also the lowest cost firm. MWBE
12 was set at 20 percent.

13 LEGISLATOR NICOLELLO:

14 Questions? Next 109.

15 MR. ARNOLD: E-109. This is a
16 construction management contract for the rehab
17 and hardening of the East Avenue ejector
18 station. This is also 100 percent funded
19 through our Bay Park 428 program. There were
20 nine proposers. De Bruin was considered as
21 the highest technically ranked proposer. The
22 cost was not the least expensive. However,
23 when we went through and looked at the
24 proposal De Bruin was supplying a full-time
25 inspector and resident engineer which the

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2 department felt was critical in the successful
3 completion of the project. Their MWBE
4 percentage is at 13 percent.

5 LEGISLATOR NICOLELLO: Any
6 questions? Thank you. 111.

7 MR. ARNOLD: E-111. This is an
8 amendment to the design contract for the
9 replacement of the bulkhead at the Glen Cove
10 waste water treatment facility. This is a
11 retroactive contract. It had expired in
12 April. This is for an increase of \$54,000 and
13 extension time to match the construction
14 contract. The increase in funds is required
15 because there was contamination found by the
16 bulkheading that required some redesign and
17 some rework by the engineer. That is that
18 item.

19 LEGISLATOR NICOLELLO: Any
20 questions? E-112.

21 MR. ARNOLD: E-112. This is a
22 design contract for the review and
23 installation of traffic safety devices on
24 uncontrolled crosswalks throughout the
25 county. We received four proposals. Nelson

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2 Pope being the highest technically ranked and
3 lowest cost proposal. This is a grant-funded
4 project. Their DBE is at four percent.

5 LEGISLATOR NICOLELLO: Any
6 questions on this item? 113.

7 MR. ARNOLD: E-113. This is an
8 amendment to our on-call civil site design
9 contract. We had a number of these come to
10 this body. This is for a cap increase of \$4
11 million under the same time as the original
12 contract.

13 LEGISLATOR NICOLELLO: Any
14 questions? 114, Hagerty.

15 MR. ARNOLD: That's not me but I
16 do have two untabled ones. Do you want me to
17 cover those?

18 LEGISLATOR NICOLELLO: Why don't
19 you do the two untabled while you're there.
20 90 and 93, Gannett Fleming.

21 MR. ARNOLD: E-90 is a
22 construction management contract for pump
23 station mitigation for Morgan Park Shore Road
24 pump stations and Roslyn also. This is part
25 of the Bay Park 428 program which means it's

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2 100 percent reimbursable. There were eight
3 firms submitted. Gannett Fleming was the
4 highest technically and also the best value.
5 MWBE at 20 percent.

6 E-93, the last item I have today,
7 is a construction management contract for raw
8 sewage pumps at Bay Park. Again, this is part
9 of the Bay Park 428 program. 100 percent
10 reimbursed. Eight firms proposed. Gannett
11 Fleming is the highest technically ranked firm
12 and their MWBE is at 22 percent.

13 LEGISLATOR NICOLELLO: Any
14 questions on that? Legislator
15 DeRiggi-Whitton.

16 LEGISLATOR DERIGGI-WHITTON:
17 Would it be okay if I went back to E-109 just
18 real quick?

19 LEGISLATOR NICOLELLO: Yes. We
20 haven't voted on any.

21 LEGISLATOR DERIGGI-WHITTON: I
22 know there was a question with CSEA wanting to
23 do this work in-house. Did you speak with
24 them or has that been resolved?

25 MR. ARNOLD: Yes. CSEA did

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2 propose an alternate. We met with them, could
3 not come to a conclusion and I recommended we
4 proceed without their concurrence because this
5 is the type of work that our guys would not
6 have done historically in-house. We don't do
7 this type of design with our in-house
8 engineering staff.

9 LEGISLATOR DERIGGI-WHITTON: So
10 we wouldn't do this type -- we haven't done
11 this type of design --

12 MR. ARNOLD: We don't do waste
13 water designs in-house.

14 LEGISLATOR DERIGGI-WHITTON:
15 Thank you.

16 LEGISLATOR BYNOE: I apologize.
17 Mr. Arnold, you said that they suggested an
18 alternative?

19 MR. ARNOLD: Yes.

20 LEGISLATOR BYNOE: Could you
21 elaborate?

22 MR. ARNOLD: They wanted me to
23 hire staff.

24 LEGISLATOR BYNOE: They wanted
25 you to hire CSEA staff?

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2 MR. ARNOLD: Yes.

3 LEGISLATOR NICOLELLO: Was that
4 objection resolved? CSEA's objection to
5 that?

6 MR. ARNOLD: No. What typically
7 happens when we don't come to a conclusion I
8 write a recommendation on how we're going to
9 proceed. In this case we're proceeding with
10 bringing on Gannett Fleming. Not Gannett
11 Fleming. This case was De Bruin to do the
12 work and we will resolve it. They take it to
13 a grievance hearing.

14 LEGISLATOR NICOLELLO: What's the
15 urgency on 109?

16 MR. ARNOLD: 109 I believe it's
17 part of a consent order work that we need to
18 address. Pump station if not protected
19 currently from hurricanes. One of the last
20 ones we're doing. One of the smaller ones.
21 And like I said, I believe it's also included
22 in our Bay Park agreement with the state on
23 timely addressing some last minute items.

24 LEGISLATOR NICOLELLO: The RFP
25 was issued in March of 2019 according to the

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2 backup. That's been around for quite a while.

3 MR. ARNOLD: Yes.

4 LEGISLATOR NICOLELLO: Is a month
5 going to change anything?

6 MR. ARNOLD: No. We talked to
7 the union. The union believes in this case we
8 should bring on expertise staff to do this
9 work. That's not the department's belief. We
10 have not done this type of work in the past.
11 I think we are going to be at the same point.
12 We can have that conversation. I'm okay with
13 that.

14 LEGISLATOR NICOLELLO: I'll tell
15 you what. Why don't we give it to the next
16 batch of committee hearings which will be in
17 probably mid September and see if we can work
18 something out. It's worked out in the past
19 and let's do that.

20 We have a motion by Legislator
21 DeRiggi-Whitton to table 109 of 2020. Second
22 by Legislator Bynoe to table that. All in
23 favor of tabling signify by saying aye. Aye.
24 Those opposed? The item is tabled.

25 LEGISLATOR DERIGGI-WHITTON: With

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2 your permission Presiding Officer can I have
3 the inspector general come back for a quick
4 question?

5 LEGISLATOR NICOLELLO: Yes. All
6 these items are still open. Anything that
7 needs to be addressed can be addressed.

8 MS. FRANZESE: Hello.

9 LEGISLATOR DERIGGI-WHITTON: Did
10 you have an opportunity to review, I know you
11 review all the contracts, but E-112-20, Nelson
12 Pope?

13 MS. FRANZESE: We triage the
14 agenda every cycle. We looked at this, the
15 Nelson and Pope disclosure forms pretty
16 extensively in their prior contract, I forget
17 the number, and we looked at this and we
18 didn't decide to delve deeper into this one.
19 But we are very aware of their disclosure
20 because we did a full look.

21 LEGISLATOR DERIGGI-WHITTON: So
22 in your opinion you felt comfortable -- we
23 didn't get any type of report or anything on
24 this item. Is that for us to assume that
25 you're okay with it?

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2 MS. FRANZESE: Our process is we
3 do the first look. We do the initial like
4 informal risk assessment. We look at
5 different things to kind of get us to the next
6 level. This particular contract, the only
7 thing that we would have looked at is the
8 disclosures and we had looked at them
9 already. We had done a full review of their
10 disclosures. So we were comfortable with the
11 disclosures. We read obviously the staff
12 summary and discussed the procurement itself
13 and we didn't have any concerns about that as
14 well.

15 LEGISLATOR DERIGGI-WHITTON: When
16 you look at a contract and you consider it do
17 you also consider past situations with the
18 county?

19 MS. FRANZESE: I mean, obviously
20 we keep that in mind for sure. With respect
21 to this contract, we were just reviewing
22 the -- we start to look at certain things
23 like, you know, does it justify the
24 expenditure? You know, does it justify the
25 basis of the award kind of thing. And we got

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2 to the end of it deciding not to do the deeper
3 dive. At that point we were comfortable as we
4 could be at that point.

5 LEGISLATOR DERIGGI-WHITTON:

6 Thank you for your clarification.

7 LEGISLATOR NICOLELLO: Any other
8 questions? We're good Ken. I had called up
9 114 and 115. Why don't we do those now.

10 MS. PARK: I'm Susan Park.
11 Director of Recovery at the Office of
12 Emergency Management. Items E-114-20 and
13 E-115-20 are contracts with Hagerty Consulting
14 and CG-3PL respectfully to provide on-call
15 disaster management services to the county to
16 assist our various departments, offices and
17 agencies in recovery planning and management.

18 The scope of services specifies the
19 management and administration of funding
20 streams including but not limited to programs
21 such as FEMA public assistance and the CARES
22 Act to help the county recover from the
23 COVID-19 disaster and other future disasters.

24 The county's current on-call
25 disaster management services contract

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2 terminates at the end of this month and the
3 contract with Hagerty and CG-3PL start on
4 September 1ST.

5 Items E-114-20 and E-115-20 are the
6 result of a competitive RFP process by which
7 the county received 24 proposals. The RFP
8 evaluation committee selected Hagerty, CG-3PL
9 and one other vendor as the most responsible
10 and cost effective consultants for the
11 county. The committee selected more than one
12 vendor in case the county will need to respond
13 to two or more disasters at one time. The
14 third vendor's contract is currently being
15 finalized and OEM is aiming to present it at
16 next month's Rules Committee meeting.

17 Each time an on-call disaster
18 management services consultant is needed by
19 the county OEM will issue a task order to the
20 three contracted vendors and the task order
21 proposal evaluation committee will select
22 which vendor to award the task order to.

23 The current three selected vendors
24 for the on-call disaster management services
25 were provided a COVID-19 task order for the

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2 management and administrative support of state
3 and federal grant programs through which the
4 county can optimally secure funding to recover
5 from the COVID-19 disaster.

6 The task order proposal evaluation
7 committee selected CG-3PL as the consultant
8 best fit for the county for this initiative.
9 That's why item E-115-20, the contract with
10 CG-3PL, has the cost of \$527,300. The county
11 is planning for this cost to be covered by
12 FEMA public assistance category C, indirect
13 and direct administrative cost and/or other
14 COVID-19 recovery funding streams.

15 Items E-115-20 and E-114-20 each
16 are five-year contracts and they each have a
17 maximum cost of \$3.75 million. OEM
18 anticipates that the cost of any task order
19 that comes up through the on-call disaster
20 management services contract would be covered
21 by the state and/or federal recovery funding
22 stream. Thank you.

23 LEGISLATOR NICOLELLO: Any
24 questions? Legislature DeRiggi-Whitton.

25 LEGISLATOR DERIGGI-WHITTON: The

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2 last sentence you just stated you anticipate
3 the funding to be covered by the federal
4 cost. Is that 100 percent?

5 MS. PARK: By state and federal
6 recovery funding stream such as FEMA public
7 assistance and other -- like for the
8 COVID-19?

9 LEGISLATOR DERIGGI-WHITTON: Yes.

10 MS. PARK: Public assistance,
11 CARES Act and others.

12 LEGISLATOR DERIGGI-WHITTON: What
13 percentage do you anticipate to be covered?

14 MS. PARK: We are looking for
15 100.

16 LEGISLATOR NICOLELLO: Anyone
17 else? Thank you. Consumer Affairs, E-87,
18 E-88.

19 MR. MAY: Good afternoon
20 everyone. E-87 is a contract amendment for
21 Judge Anthony Perri, who is our judicial
22 hearing officer. We are increasing the amount
23 of the contract by about \$10,000. This is not
24 an increase in the rate of pay for Judge
25 Perri. This is an increase in the number of

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2 days that we are able to use him. When we had
3 originally contemplated the contract we were
4 figuring on about three days a month and due
5 to the volume number of violations we have due
6 to the some of the outstanding consumer
7 complaints we've been working on it was
8 determined we need to have the judge more days
9 in a month than we originally planned.

10 And E-88-20 is for the court
11 reporter and that has been increased by about
12 \$5,000 for the same reason that we need to
13 have them available for more days.

14 LEGISLATOR NICOLELLO: Do you
15 have any other judicial hearing officers that
16 you use besides Mr. Perri?

17 MR. MAY: No. Right now it's
18 just Judge Perri.

19 LEGISLATOR NICOLELLO: Any other
20 questions? Hearing none, thank you. The next
21 contracts are with the corrections, sheriffs.
22 103 of 2020, Long Island Veterinary
23 Specialists, Ophthalmology Surgery Internal
24 Medicine.

25 MR. GOLIO: Michael Golio with

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2 the sheriff's department. Actually 103 is an
3 amendment to an existing contract. It's
4 calling for additional funding and to broaden
5 the scope of the contract to include the fire
6 marshal's office and the police department
7 under the correctional center contract for
8 canine services.

9 LEGISLATOR NICOLELLO: Any
10 questions on this? The other one you have is
11 100, correct? That the minority leader is
12 going to be recusing himself on that specific
13 contract. He will not be participating in any
14 debate or discussion or vote on that item.
15 I'm going to call that separately right now.
16 It's a resolution authorizing the county
17 executive to execute a personal services
18 agreement or amendments to a personal services
19 agreement between the county and Nassau Health
20 Care Corporation.

21 Moved by Legislator Rhoads.

22 Seconded by Legislator Schaefer. That one is
23 before us now.

24 MR. GOLIO: This is an extension
25 to the existing contract for an additional

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2 six-month period. As we stated the last time
3 we were here, we were in the midst of
4 discussions with the hospital about a more
5 formal agreement. They had a change in
6 administration at the hospital and shortly
7 thereafter the pandemic struck. The purpose
8 of this amendment and extension is to maintain
9 the status quo at this time and get us to
10 February 28th of next year.

11 LEGISLATOR NICOLELLO: That's
12 when you anticipate having a new agreement in
13 place?

14 MR. GOLIO: Hopefully so, yes.

15 LEGISLATOR NICOLELLO: Any
16 questions on this item, 100-2020? Legislator
17 Bynoe.

18 LEGISLATOR BYNOE: Again, I'm
19 going to ask if it would be okay if the IG,
20 Ms. Franzese, approach to answer some
21 questions. On the disclosures for NHCC they
22 have not disclosed any open suits or anything
23 to that extent. However, in Newsday articles
24 the then president of the hospital indicates
25 that there were subpoenas that were served

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2 from the federal, state and the county
3 enforcement agencies but we don't see any
4 mention of that in their disclosures.

5 MS. FRANZESE: This is a matter
6 that we had been talking about and if someone
7 is served with a subpoena, just in my
8 experience, it doesn't necessarily mean
9 they're the target. Perhaps it's a legal form
10 of getting documents and other things.
11 However, just based on what I know from this,
12 I do think, and I understand that this is kind
13 of -- it's a six-month extension. Whether the
14 legislature chooses to table that today or
15 even if the legislature does not my office is
16 endeavoring to drill down on that to determine
17 whether they actually are the target or one of
18 their affiliates is.

19 LEGISLATOR BYNOE: It's my
20 understanding that whether it's one of their
21 affiliates or the actual entity there's a
22 requirement to disclose.

23 MS. FRANZESE: That's correct.
24 That's what it says on our forms.

25 LEGISLATOR BYNOE: I understand

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2 about what you're saying about receiving a
3 subpoena doesn't necessarily --

4 MS. FRANZESE: Right.

5 LEGISLATOR BYNOE: But in one of
6 articles it indicates that they went to
7 outside counsel to try and get, to have some
8 level of representation. So they received an
9 additional -- they boosted their spending
10 authorization by an additional \$200,000 in
11 order to make sure that they were properly
12 represented in I guess handling the subpoena
13 or responding to the subpoena. That's
14 probably a good part of what's raising some
15 level of concern for me.

16 MS. FRANZESE: I understand
17 completely the nature of your concern
18 certainly. It is typical for them if you get
19 a subpoena to get people to kind of help you
20 manage how to respond. But again --

21 LEGISLATOR BYNOE: So you're fine
22 with there not being a disclosure at this
23 point and you feel that you can monitor it
24 moving forward?

25 MS. FRANZESE: To be honest with

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2 you, it's completely on our radar at this
3 point.

4 LEGISLATOR BYNOE: It's
5 completely on your radar is that what I hear
6 you saying?

7 MS. FRANZESE: Yes. On our radar
8 at this point for sure. It's definitely
9 something that we would be interested in kind
10 of keeping an eye on at this point.

11 LEGISLATOR BYNOE: I guess that
12 would include speaking to folks that are
13 currently affiliated with the affiliates as
14 well as those that may no longer be directly
15 connected to the affiliates?

16 MS. FRANZESE: It may need to be
17 looked at. I'm not certain what our strategy
18 would be.

19 LEGISLATOR BYNOE: I don't think
20 you should, so I'm going to leave that there.
21 Thank you.

22 LEGISLATOR NICOLELLO: Do you
23 want to address anything?

24 MR. GOLIO: Just on that one
25 issue. The county is also aware of the

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2 Newsday article and people from the county did
3 reach out to the general counsel at the
4 hospital and we were informed that the NHCC is
5 not the subject of any criminal investigation
6 at this time and that the disclosures are
7 accurate and do not need to be amended.

8 LEGISLATOR BYNOE: Yes, I saw
9 that, but it still prompted me to ask because
10 they would still be responsible to disclose
11 whether any of their affiliates in fact were
12 the center of any investigations surrounding
13 those subpoenas. It doesn't necessarily let
14 NHCC off the hook if in fact one of the
15 affiliates was and that's why I asked the
16 question.

17 MR. GOLIO: Understood
18 completely. Just wanted to make sure that
19 everybody had the full story.

20 LEGISLATOR BYNOE: Thank you
21 Captain Golio. I appreciate it.

22 LEGISLATOR NICOLELLO: Thank
23 you. Any other questions? Mr. Cleary.

24 MR. CLEARY: Robert Cleary, chief
25 procurement officer. I just want to clarify

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2 one part of this. In the conduct of reviewing
3 this issue with NHCC I spoke to the general
4 counsel myself. She made clear, yes, we get
5 subpoenas frequently. We weren't the target
6 of any investigation. There were no
7 investigations to disclose. We did not
8 specifically talk about every affiliate and
9 subsidiary, but I did specifically ask in
10 writing review your answers to questions 12,
11 13 and others specifically on the business
12 history form and also the principal
13 questionnaires regarding all investigations.

14 And the written answer we got from
15 the general counsel of NHCC, which the
16 question clearly states "and affiliates" the
17 written answer we got was that these forms are
18 good -- and you heard Captain Golio read it --
19 these forms are good and the answer should not
20 be amended. And I also did not find any
21 evidence elsewhere that there were
22 investigations that needed to be disclosed.

23 LEGISLATOR BYNOE: I thank you
24 for that Mr. Cleary. So, I think it behooves
25 me to ask the question because my comfort

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2 level is going to lie closer with what you're
3 saying, with what Captain Golio is saying and
4 most certainly with what our IG is saying as
5 opposed to what the general counsel of NHCC is
6 saying. Our direct relationship is with you
7 and so we need to hear that from you. I can't
8 take that as word and as confirmation from
9 NHCC because as far as I'm concerned they're a
10 third party.

11 MR. CLEARY: I understand.

12 LEGISLATOR NICOLELLO: Since this
13 one the minority leader will be recusing
14 himself we're going to vote on this one
15 separately right now. All in favor of E-100
16 signify by saying aye. Those opposed? Any
17 abstentions? It passes by a vote of six to
18 nothing.

19 Let's move on to the next one is
20 under human resources, which would be E-101 of
21 2020.

22 MS. HOWARD: Good afternoon.
23 Marissa Howard, Human Services. E-101 of 2020
24 represents the county contract with the Aelixt
25 Group who is the county's antisexual

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2 harassment training consultant. This is the
3 first amendment contract at the cost --

4 LEGISLATOR NICOLELLO:

5 Unfortunately, we were only getting every
6 other word there. So is it possible to try to
7 do that again?

8 MS. HOWARD: Item E-101-20 is a
9 one-year extension for the county's contract
10 with HR training within the county's HR
11 antisexual harassment training consultant.
12 They provide online and live sexual harassment
13 prevention training for all county employees.
14 This is the first amendment and the cost is
15 \$42,000.

16 LEGISLATOR NICOLELLO: Any
17 questions? We're good, thank you.

18 E-102 we're going to have a recusal
19 by Legislator Rhoads. He is leaving the
20 building. Leaving the chambers. He won't be
21 participating in any debate, discussion or
22 vote on this item. I don't think I called
23 that before so I will have to call it now.
24 It's a resolution authorizing the county
25 executive to execute personal services

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2 agreements or amendments between the county
3 and Sokoloff and Stern.

4 Moved by Deputy Presiding Officer
5 Kopel. Seconded by Legislator
6 DeRiggi-Whitton. You're good to go.

7 MR. LIBERT: Good afternoon
8 legislators. Deputy county attorney Brian
9 Libert from the county attorney's office.
10 This is a contract with the law firm of
11 Sokoloff Stern for their representation of one
12 particular officer in the matter of Dolores
13 Sharp against Nassau County and several named
14 officers. This representation is being made
15 pursuant to a conflict and Sokoloff Stern is
16 representing, as I said, one of the officers
17 due to a conflict. If you have any questions
18 happy to answer those.

19 LEGISLATOR NICOLELLO: Any
20 questions? I think we're good. Thank you.

21 MR. LIBERT: Thank you.

22 LEGISLATOR NICOLELLO: Again,
23 since Steve is recusing himself we'll have a
24 vote on this one separately. All in favor
25 signify by saying aye. Those opposed? Passes

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2 by a vote of six to nothing.

3 Move on to 105, 2020. A contract
4 with shared services. Vendrite Vending
5 Services.

6 MS. MALHAME: Good afternoon.
7 This is Allison Malhame, deputy commissioner
8 of shared services. This contract is to
9 provide vending machines at various county
10 buildings. The vendor was selected by an RFP
11 issued in January with four proposals
12 received. The evaluation committee selected
13 Vendrite Vending as the vendor offering the
14 best value for the county.

15 This is a revenue contract.
16 Vendrite offered the highest annual guaranteed
17 flat fee commission payment as well as the
18 highest commission percentage of gross sales
19 being 25 percent. Commission revenue will be
20 the greater of either the flat fee amount or
21 25 percent of gross receipts. The duration of
22 the contract is for six years with the option
23 to renew for four additional one year
24 periods.

25 Prior to the installation of the

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2 vending machines the county will approve all
3 vending machine plans and pricing. The
4 vending machines will be cleaned and
5 disinfected during every restocking or service
6 call. They will accept contactless payment
7 such as Apple Pay and Google Wallet in
8 addition to credit cards and cash.

9 LEGISLATOR NICOLELLO: How many
10 vendors responded to the request for
11 proposal?

12 MS. MALHAME: Four vendors
13 responded.

14 LEGISLATOR NICOLELLO: Vendrite
15 was chosen because of experience or because of
16 price? What was the reason?

17 MS. MALHAME: They offered the
18 highest flat fee guaranteed annual payment.
19 They also offered the highest percentage of
20 sales. Also they have a fantastic
21 reputation. Yes, they've been in the vending
22 business a long time.

23 LEGISLATOR NICOLELLO: Anyone
24 else have any questions for this? We're
25 good. Thank you.

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2 MS. MALHAME: Thank you.

3 LEGISLATOR NICOLELLO: Next
4 contract is with social services E-106, 2020
5 American Record Management.

6 MR. RUSSELL: This is Doug
7 Russell to speaking on the social services
8 contract.

9 LEGISLATOR NICOLELLO: Do you
10 want to tell us what the contract with
11 American Records Management System is.

12 MR. RUSSELL: Yes. The American
13 Records Management System are the people who
14 collect and store our excess documentation.

15 LEGISLATOR NICOLELLO: Let me ask
16 you this. It's expensive to store paper
17 documents. Has social services been looking
18 at digitizing your records, storing your
19 records that way? If so, why do you have to
20 go with the additional storage system?

21 MR. RUSSELL: Because the state
22 mandates that we keep original records. We
23 have to keep the originals.

24 LEGISLATOR NICOLELLO: Any other
25 questions for him?

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2 LEGISLATOR KOPEL: Yes. I just
3 want to follow-up on that answer that you just
4 provided. Are you certain that the state
5 doesn't allow digitized copies, scanned copies
6 because that would be surprising. It requires
7 only original of every paper?

8 MR. RUSSELL: In certain
9 circumstances yes. And not everything that we
10 have would be something that would be imaged
11 at this time.

12 LEGISLATOR KOPEL: What the
13 presiding officer asked is why don't we do it
14 that way instead of this, instead of storing
15 all this paper indefinitely? Actually, what
16 are the state requirements? How long must you
17 keep some documents and you haven't said which
18 documents?

19 MR. RUSSELL: It depends. For
20 examples, in our services for children we have
21 to actually keep it until they turn 18. Then
22 we have to expunge certain documents. When
23 they're 18 then we have to expunge those
24 documents. Or take a child protective
25 services case. An allegation is made, becomes

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2 as an unfounded allegation. After a certain
3 period of time that needs to be expunged.

4 LEGISLATOR KOPEL: Once again,
5 are you quite certain that those requirements
6 are for originals only? I quite understand
7 expunging these things at a certain point.
8 That makes sense. But it would make equal
9 sense -- it's not really response as to
10 whether or not these documents must be
11 original or digitized. It would seem to me
12 that the digitized ones would be just as good
13 and easier to get rid of when you need to.

14 MR. RUSSELL: Let me respond by
15 saying this. With our client information, our
16 client record, they are by and large already
17 digitized.

18 LEGISLATOR KOPEL: Go on, sorry,
19 thank you,.

20 MR. RUSSELL: This other
21 documentation is documentation for let's say
22 we do an RFP and what the ratings are. Of if
23 we have certain records about how we spent
24 funds that the state gave us and they can come
25 in four years later, five years later and say

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2 I want to see all that original documentation
3 because we're doing an audit.

4 LEGISLATOR KOPEL: With all due
5 respect, I don't think you're really answering
6 the question. It's okay to say you don't know
7 and come back. It really is. Do you know
8 which documents the state requires to keep
9 originals for those things? Can you answer
10 that question? And if you don't as I say --

11 MR. RUSSELL: No. I would have
12 to get back to you on which particular
13 documents must be saved.

14 LEGISLATOR KOPEL: And in what
15 form. Which documents must be saved I heard
16 you and then in what form. Because I know
17 from business, from experience in business,
18 that the tendency is to just keep everything
19 forever. Especially if you're a pack rat such
20 as I am generally. I like to keep things.
21 But it will choke you and cost you a fortune
22 and it's usually unnecessary. I would suggest
23 that you come back to us at the next meeting
24 and just get that information and let us
25 know. I would move to table it until then.

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2 LEGISLATOR NICOLELLO: Motion to
3 table. Seconded by Legislator Schaefer. All
4 in favor of tabling this item signify by
5 saying aye. Those opposed? Carries
6 unanimously. Thank you sir. We will be in
7 touch.

8 E-107 it's a contract with Peter
9 Farmer, the medical examiner's office.

10 MR. CROMWELL: Good afternoon
11 legislators. Keith Cromwell deputy medical
12 examiner for administration at the ME. This
13 contract is with Dr. Farmer to provide
14 forensic neuropathology services. It is a
15 five year term at \$175,000 totality. Each
16 year it's \$30,000. Not to exceed \$35,000
17 excuse me. His work consists of gross
18 examinations of brains and/or spinal cords to
19 assist with cause of death manner and all that
20 stuff.

21 LEGISLATOR NICOLELLO: Anyone
22 else have any questions? I think you covered
23 it. Thanks. That's the only way we were
24 going to understand.

25 E-110 is with parks department and

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2 Rainbow Sound Inc.

3 MS. KASO: Tori Kaso from the
4 parks department. E-110-20 is an amendment
5 for Rainbow Sound extending the term through
6 April 30th of next year. It's for production,
7 consulting and sound equipment for our
8 concerts and events at Lakeside Theater and
9 it's for a maximum of up to \$17,000.

10 LEGISLATOR NICOLELLO: Are there
11 any events going on at the Lakeside Theater?

12 MS. KASO: There are some in the
13 works. I don't know if they would require the
14 use of Rainbow Sound. But no events, no
15 services have been provided from them since at
16 least May 1st but probably before then.

17 LEGISLATOR NICOLELLO: Two
18 questions. They don't get paid unless they
19 are actually providing the service, correct?

20 MS. KASO: Correct.

21 LEGISLATOR NICOLELLO: So if
22 there's no event going on we're not paying
23 them?

24 MS. KASO: Correct. And we don't
25 necessarily use them for every single event

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2 anyways.

3 LEGISLATOR NICOLELLO: In the
4 event that there is something that can be held
5 or is being held or scheduled we have them on
6 board in terms of their sound equipment, their
7 engineering services, correct?

8 MS. KASO: Correct. Just in case
9 we need them.

10 LEGISLATOR NICOLELLO: Anyone
11 else have any questions? Thank you.

12 Next one is 116, contract between
13 budget office and Arthur Gallagher Risk
14 Management.

15 MR. PERSICH: Andy Persich,
16 Office of Management and Budget. The contract
17 before you is another extension for Arthur
18 Gallagher. The RFP is getting ready to be put
19 out and will be done before the October
20 renewal. We have a couple of policies that
21 were outstanding that we have to pay and we
22 need to extend the contract.

23 LEGISLATOR NICOLELLO: So the
24 question is I guess is this extension long
25 enough? If you're telling me --

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2 MR. PERSICH: It will be. I have
3 been working with the county attorney's office
4 personally in getting the RFP out and we have
5 it all drafted and ready to go. COVID hit
6 unfortunately. Due to my delinquency it
7 didn't happen.

8 LEGISLATOR NICOLELLO: So then
9 the RFP has to go out yet and you have to get
10 the responses but you think you're going to
11 have this lined up?

12 MR. PERSICH: We're ready to go.

13 LEGISLATOR NICOLELLO: So we will
14 have something in October in other words?

15 MR. PERSICH: Whoever we choose.
16 The selection committee will have it.

17 LEGISLATOR NICOLELLO: Any other
18 questions? Thank you.

19 MR. PERSICH: Thank you.

20 LEGISLATOR NICOLELLO: We're
21 going to vote on these items and then I'm
22 going to call Triad. We have a recusal on
23 that one as well. All of these items that
24 were not tabled or previously voted upon
25 including A-2, E-104, B-21, B-24, B-28, E-108,

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2 E-111, E-112, E-113, E-114, E-115, E-90 and
3 E-93, E-87, E-88, E-103, E-101, E-105, E-107,
4 E-110 and E-116.

5 Any further debate or discussion?
6 Any public comment? Hearing none, all in
7 favor signify by saying aye. Those opposed?
8 Carries unanimously.

9 Legislator Rhoads can leave the
10 chambers. He is leaving the chambers and will
11 not be participating in the debate or
12 discussion or vote on the next item which is
13 E-53, a resolution authorizing the county
14 executive to execute an amendment to a
15 personal services agreement between the county
16 and The Triad Group L.L.C.

17 Moved by Legislator Bynoe.
18 Seconded by Legislator DeRiggi-Whitton. We
19 need a motion to untable. That was a motion
20 to untable. All in favor of untabling signify
21 by saying aye. Those opposed? Passes in
22 terms of untabling by a vote of six to
23 nothing. Now it's before us.

24 MR. PERSICH: This is a contract
25 for our third-party service provider for

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2 worker's comp claims. There were questions
3 some questions that were raised by the IG that
4 I think have been answered and satisfied. So
5 I think we fulfilled all the requirements for
6 the extension.

7 LEGISLATOR NICOLELLO: Any
8 questions, discussion, debate?

9 LEGISLATOR DERIGGI-WHITTON: Do
10 you mind if we have the IG?

11 LEGISLATOR NICOLELLO: Why don't
12 you come up just to maybe verify that.

13 MS. FRANZESE: Yes. We actually
14 had sent a form to the leg at one point saying
15 that we were reviewing this matter. We did
16 review the matter and we have gotten to the
17 end of it. At this point we feel that the
18 matter is ready for your consideration.

19 LEGISLATOR NICOLELLO: Thank
20 you. Any questions, debate or discussion?
21 Any public comment? All in favor signify by
22 saying aye. Those opposed? Carries
23 unanimously. Katy, did you have something to
24 say.

25 MS. HORST: Just a quick

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2 question. Did you all vote on A-30? And the
3 clerk's office is asking A-29.

4 LEGISLATOR NICOLELLO: Did I not
5 say A-30 before? Maybe I missed that. I
6 guess I didn't include it in the items I
7 mentioned but let's do it now. All in favor
8 of A-30 of 2020 signify by saying aye. Those
9 opposed? Carries unanimously.

10 Need a motion to adjourn. Moved by
11 Legislator Schaefer. Seconded by Deputy
12 Presiding Officer Kopel. All in favor of
13 adjourning signify by saying aye. Those
14 opposed? We are adjourned.

15 (Committee was adjourned at 4:36
16 p.m.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 13th day of
August 2020

FRANK GRAY