NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK

1.
Legislative Calendar -(Reconvening of the May 22, 2017 Legislative Meeting on June 5, 2017 update)
Documents:

5-22-2017 reconvened 2. doc.pdf

2.
Committees
Documents:

FULL LEGISLATIVE COMMITTEE (RECONVENNED 5-22-17), 06-05-17.pdf
HEALTH AND SOCIAL SERVICES COMMITTEE, 06-05-17.pdf
PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE, 06-05-17.pdf
PUBLIC SAFETY COMMITTEE, 06-05-17.pdf
PUBLIC WORKS AND PARKS COMMITTEE, 06-05-17.pdf
RULES COMMITTEE. 06-05-17.pdf
FINANCE COMMITTEE, 06-05-17.pdf

3.
Proposed Ordinances
Documents:

PROPOSED ORD. 73-17.pdf
PROPOSED ORD. 74-17.pdf
PROPOSED ORD. 75-17.pdf
APPENDIX A FOR PROPOSED ORD. 74-17.pdf
PROPOSED ORD. 72-17.pdf

4.
Addendums
Documents:

R-6-5-17 ADDENDUM.pdf
F-6-5-17 ADDENDUM.pdf
H-6-5-17 ADDENDUM.pdf

5.
Contracts
Documents:

A-17-17 NCWEB.pdf
A-27-17 NCWEB.pdf
E 137 17 additional information NCWEB.pdf
E-37-17 NCWEB.pdf
E-94-17 NCWEB.pdf
E-130-17 NCWEB.pdf
E-132-17 NCWEB.pdf
E-136-17 NCWEB.pdf
E-137-17 NCWEB.pdf
U-27-17 NCWEB.pdf
U-30-17 NCWEB.pdf
U-31-17 NCWEB.pdf

6.
Contracts
Documents:

A-17-17 NCWEB BACKUP.pdf
E-132-17 ADDITIONAL INFO NCWEB.pdf

7.
Agendas
Documents:

E-6-5-17.pdf
F-6-5-17.pdf
GS-6-5-17.pdf
H-6-5-17.pdf
MA-6-5-17.pdf
PL-6-5-17.pdf
PL-6-5-17.pdf
PS-6-5-17.pdf
PW-6-5-17.pdf
R-6-5-17.pdf
TV-6-5-17.pdf
VS-6-5-17.pdf

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE** ON **MONDAY, JUNE 5, 2017 STARTING AT 1:00 PM AND WILL**

HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, JUNE 19, 2017 STARTING AT 1:00 PM IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION .....… 1:00 PM

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

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

Dated: May 26, 2017
Mineola, NY

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

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

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
EIGHTEENTH MEETING — MAY 22, 2017 1:00 P.M.
FIFTH MEETING OF 2017

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

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

1. **HEARING ON LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

2. **PROPOSED LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

3. **RESOLUTION NO. 93-2017**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, ANTOINE TAYLOR, AS SET FORTH IN THE ACTION ENTITLED TAYLOR V. THE COUNTY OF NASSAU, et al., PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 8-17(AT)

4. **ORDINANCE NO. 35-2017**

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO UTILITIES. 129-17(LE)

5. **ORDINANCE NO. 51-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 473-16(PW)

6. **ORDINANCE NO. 52-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 423-16(PW)

7. **ORDINANCE NO. 53-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $21,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 259-16(PW)

8. **ORDINANCE NO. 54-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 437-16(PW)

9. **ORDINANCE NO. 55-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 438-16(PW)

10. **ORDINANCE NO. 56-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 440-16(PW)

11. **ORDINANCE NO. 57-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 441-16(PW)

12. **ORDINANCE NO. 58-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $357,811 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 444-16(PW)

13. **ORDINANCE NO. 59-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 465-16(PW)

14. **ORDINANCE NO. 60-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 466-16(PW)

15. **ORDINANCE NO. 61-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 468-16(PW)

16. **ORDINANCE NO. 62-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 469-16(PW)

17. **ORDINANCE NO. 63-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 164-17(OMB)

18. **ORDINANCE NO. 64-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 170-17(OMB)

19. **ORDINANCE NO. 65-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 171-17(OMB)

20. **ORDINANCE NO. 66-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR 2016. 175-17(OMB)

21. **ORDINANCE NO. 67-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND DEVELOPMENT. 194-17(OMB)

22. **ORDINANCE NO. 68-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 195-17(OMB)

23. **ORDINANCE NO. 69-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 196-17(OMB)

24. **ORDINANCE NO. 70-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 197-17(OMB)

25. **ORDINANCE NO. 71-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 198-17(OMB)

26. **RESOLUTION NO. 94-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND LONG ISLAND CRISIS CENTER. 166-17(DA)

27. **RESOLUTION NO. 95-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FARMINGDALE IN RELATION TO A PROJECT TO UNDERTAKE A REVISED STUDY OF UNDERGROUND PLUME TO INSURE THE INTEGRITY OF THE UNDERGROUND WATER SYSTEM. 185-17(CE)

28. **RESOLUTION NO. 96-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE OYSTER BAY EAST NORWICH CENTRAL SCHOOL DISTRICT. 189-17(CE)

29. **RESOLUTION NO. 97-2017**

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT AND THE MASSAPEQUA UNION FREE SCHOOL DISTRICT, AS LANDLORD FOR USE BY THE NASSAU COUNTY POLICE DEPARTMENT. 186-17(PW)

30. **RESOLUTION NO. 98-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 172-17(PK)

31. **RESOLUTION NO. 99-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. 184-17(PK)

32. **RESOLUTION NO. 67-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF VIVIAN PEREIRA TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 98-17(CE)

33. **RESOLUTION NO. 68-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF KENNETH HEINO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 99-17(CE)

34. **RESOLUTION NO. 70-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF ARIE WEISSMAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 101-17(CE)

35. **RESOLUTION NO. 71-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF IMMACULA OLIGARIO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 108-17(CE)

36. **RESOLUTION NO. 72-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF SHIRLEY SHING TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 109-17(CE)

37. **RESOLUTION NO. 73-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF SHARANJIT SINGH THIND TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 112-17(CE)

38. **RESOLUTION NO. 74-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF BOBBY KALOTEE TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 121-17(CE)

39. **RESOLUTION NO. 83-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF WILLIAM MAHLAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 110-17(CE)

40. **RESOLUTION NO. 84-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF ANGELA DAVIS TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 118-17(CE)

41. **RESOLUTION NO. 100-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF LINDA H. GREEN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 205-17(LE)

42. **RESOLUTION NO. 101-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF DONNA TUMAN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 206-17(LE)

43. **RESOLUTION NO. 102-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF EDWARD POWERS AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 207-17(LE)

44. **RESOLUTION NO. 103-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF DONNA TUMAN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 187-17(CE)

45. **RESOLUTION NO. 104-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF EDWARD POWERS TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 188-17(CE)

46. **RESOLUTION NO. 105-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF LINDA H. GREEN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 193-17(CE)

47. **RESOLUTION NO. 106-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF PHILLIP ELLIOTT TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
168-17 (CE)

48. **RESOLUTION NO. 107-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ARTHUR WILLIAMS TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
208-17 (CE)

49. **RESOLUTION NO. 108-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JOSEPH BENTIVEGNA TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 179-17(CE)

50. **RESOLUTION NO. 109-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF RAYMOND MAGUIRE TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 180-17(CE)

51. **RESOLUTION NO. 110-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF CHRISTOPHER SHELTON TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 181-17(CE)

52. **RESOLUTION NO. 111-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF PHILIP MALLOY JR. TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 182-17(CE)

53. **RESOLUTION NO. 112-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF DR. JOHN ZASO TO THE NASSAU COUNTY BOARD OF HEALTH PURSUANT TO SECTIONS 203 AND 902 OF THE NASSAU COUNTY CHARTER. 183-17(CE)

54. **RESOLUTION NO. 113-2017**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "THE MAP OF FAIRWAY ESTATES AT FARMINGDALE", SITUATED IN THE VILLAGE OF FARMINGDALE, TOWN OF OYSTER BAY, COUNTY OF NASSAU, NEW YORK. 157-17(PW/PL)

55. **RESOLUTION NO. 114-2017**

A RESOLUTION AUTHORIZING FUNDING THE BONDED INDEBTEDNESS RESERVE FUND. 178-17(OMB)

56. **RESOLUTION NO. 115-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 167-17(OMB)

57. **RESOLUTION NO. 116-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 174-17(OMB)

58. **RESOLUTION NO. 117-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 191-17(OMB)

59. **RESOLUTION NO. 118-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 192-17(OMB)

60. **RESOLUTION NO. 119-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 199-17(OMB)

61. **RESOLUTION NO. 120-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 200-17(OMB)

62. **RESOLUTION NO. 121-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 159-17(AS)

63. **RESOLUTION NO. 122-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 160-17(AS)

64. **RESOLUTION NO. 123-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 161-17(AS)

65. **RESOLUTION NO. 124-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 162-17(AS)

66. **RESOLUTION NO. 125-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 163-17(AS)

67. **RESOLUTION NO. 126-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 201-17(AS)

68. **RESOLUTION NO. 127-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 202-17(AS)

69. **RESOLUTION NO. 128-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 203-17(AS)

70. **RESOLUTION NO. 129-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE VILLAGE OF ROSLYN IN CONNECTION WITH THE 2006 ENVIRONMENTAL BOND ACT. 205-16(PK)

THE FOLLOWING ITEMS WERE ADDED TO THE CALENDAR ON MAY 26, 2017

71. **RESOLUTION NO. 130-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 217-17(OMB)

72. **RESOLUTION NO. 131-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR AMBULANCE MEDICAL TECHNICIAN SUPERVISORS, AMBULANCE MEDICAL TECHNICIAN COORDINATORS AND AMBULANCE MEDICAL TECHNICIANS. 218-17(OMB)

73. **RESOLUTION NO. 132-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING ACCIDENTAL DISABILITY BENEFITS FOR CHIEF FIRE MARSHALS, ASSISTANT CHIEF FIRE MARSHALS, DIVISION SUPERVISING FIRE MARSHALS, SUPERVISING FIRE MARSHALS, FIRE MARSHALS AND FIRE MARSHAL TRAINEES. 220-17(OMB)

74. **RESOLUTION NO. 133-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES, AND EXTEND LOCAL GOVERNMENT ASSISTANCE PROGRAMS IN NASSAU COUNTY. 221-17(OMB)

75. **RESOLUTION NO. 134-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE HOTEL AND MOTEL TAXES. 222-17(OMB)

THE FOLLOWING ITEMS WERE ADDED TO THE CALENDAR ON MAY 30, 2017

76. **ORDINANCE NO. 72-2017**

AN ORDINANCE AMENDING AN ORDINANCE ALLOWING TERMINATION PAY TO BE PAID IN A SINGLE INSTALLMENT FOR CERTAIN OFFICERS AND EMPLOYEES. 216-17 (OMB)

77. **ORDINANCE NO. 73-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 225-17(PW)

78. **RESOLUTION NO. 135-2017**

A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 226-17(AT)

79. **ORDINANCE NO. 74-2017**

AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 224-17 (PW)

80. **ORDINANCE NO. 75-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 223-17(PW)

THE FOLLOWING ITEMS MAY BE UNTABLED

81. **ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

82. **ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

83. **RESOLUTION NO. 140-2016**

A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 306-16(AT)

84. **ORDINANCE NO. 17-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 103-17(PW)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Comm. Support/Art. 28 & 31. $1,021,967.00. ID# CQHS17000126.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association. RE: OMH Grant. $20,449.00.
ID# CLHS16000061.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Nassau Suffolk Law Services Committee, Inc. RE: Advocacy/Support. $212,624.00. ID# CQHS17000134.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and North Shore Child & Family Guidance Association, Inc.
RE: Community Based MH (Local Assistance). $50,100.00. ID# CQHS17000114.

County of Nassau acting on behalf of Human Services, Office for the Aging and The Salvation Army. RE: Home Delivered Meals (WIN). $65,876.00.
ID# CQHS16000030.

County of Nassau acting on behalf of Office of Community Development and Manorhaven Village. RE: CDBG. $200,000.00. ID# CLHI17000005.

County of Nassau acting on behalf of Office of Community Development and Family & Children's Association. RE: ESG/CDBG. $156,593.00. ID# CQHI16000015.

County of Nassau acting on behalf of Office of Community Development and LI Conservatory of Music. RE: CDBG. $35,000.00. ID# CQHI17000008.

County of Nassau acting on behalf of Office of Community Development and Hempstead Village. RE: CDBG. $.00 ID# CQHI17000004
County of Nassau acting on behalf of Social Services and Annie Marie Bryant.
RE: Adult Foster Home. $.03. ID# CQSS17000017.

County of Nassau acting on behalf of Social Services and Eunise Franklin.
RE: Adult Foster Home. $.03. ID# CQSS17000019.

County of Nassau acting on behalf of Social Services and Martine Debrosse-Campbell.
RE: Adult Foster Home. $.03. ID# CQSS16000044.

County of Nassau acting on behalf of Human Services, Office of Youth Services and Hempstead Hispanic Civic Association, Inc. RE: Youth Development. $32,770.00.
ID# CQHS17000121.

County of Nassau acting on behalf of Parks, and Axis Security & Patrol.
RE: Professional. $15,000.00. ID# CLPK17000002.

County of Nassau acting on behalf of Social Services and Paulette Julien.
RE: Adult Foster Home. $.03. ID# CQSS17000016.

County of Nassau acting on behalf of Social Services and Economic Opportunity Commission (EOC) of Nassau County, Inc. RE: Employment Servcies. $150,813.00.
ID# CLSS17000024.

County of Nassau acting on behalf of Social Services and Family & Children's Association (FCA). RE: Preventive Services. $409,342.00. ID# CLSS17000004.

County of Nassau acting on behalf Human Services and The Hispanic Brotherhood of Rockville Center, Inc. RE: Congregate Meals. $15,000.00. ID# CQHS17000037.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association.
RE: Substance Abuse Treatment /Prevention. $41,994.00. ID# CLHS16000030.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Community Base MH (Local Assistance). $50,100.00. ID# CQHS17000125.

County of Nassau acting on behalf of Human Services, Office for the Aging and Catholic Charities of the Diocese of Rockville Centre.
RE: Congregate Meals/Family Caregiver. $661,457.00. ID# CQHS17000044.

County of Nassau acting on behalf of Human Services, Office for the Aging and Herricks Union Free School District. RE: Congregate Meals/Family Caregiver. $186,634.00.
ID# CQHS17000043.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Tempo Youth Services, Inc. RE: Youth Development. $30,875.00.
ID# CQHS17000142.

County of Nassau acting on behalf of Human Services – Office of Youth Services and La Fuerza Unida. RE: Youth Development/Delinquency Program. $133,866.00.
ID# CQHS17000145.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Time Out Club of Hempstead, Inc. RE: Youth Development. $176,540.00. ID# CQHS17000160.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Association for the Community Parent Center, Inc. RE: Youth Development. $10,000.00. ID# CQHS17000101.

County of Nassau acting on behalf of Office of Community Development and Malverne. Village. RE: CDBG. $50,000.00. ID# CQHI17000004.

County of Nassau acting on behalf of Office of Community Development and Community Mainstreaming Associates. RE: CDBG. $35,000.00. ID# CQHI17000010.

County of Nassau acting on behalf of Office of Community Development and Long Beach City. RE: CDBG. $404,000.00. ID# CQHI17000013.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY JUNE 5, 2017 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY JUNE 19, 2017 at 1:00PM

NASSAU COUNTY LEGISLATURE

FULL LEGISLATIVE COMMITTEE

NORMA GONSALVES,
Presiding Officer

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
Reconvened from May 22, 2017
5:13 P.M.

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

NORMA GONSALVES, Presiding Officer

RICHARD NICOLELLO,
Deputy Presiding Officer

HOWARD KOPEL,
Alternate Deputy Presiding Officer

STEVEN RHOADS

DENISE FORD

LAURA CURRAN

C. WILLIAM GAYLOR III

VINCENT MUSCARELLA

ELLEN BIRNBAUM

LAURA SCHAEFER

DONALD MACKENZIE

KEVAN ABRAHAMS,
Minority Leader

ROSE MARIE WALKER

DENNIS DUNNE

ARNOLD DRUCKER

JAMES KENNEDY

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

SIELA BYNOE

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

KENNETH ARNOLD.....8

JOHN BUDNICK.....32

INSERTS

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Rules Committee Minutes
Dated 6-5-17 pertaining to
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Full Legislature/6-5-17

CHAIRWOMAN GONSALVES: We have a reconvening of the May 22nd, 2017 Full Legislative meeting.

Mr. Pulitzer, I believe you have to declare an emergency because of an item, which is Item 239-17.

CLERK PULITZER: An emergency resolution declaring an emergency for immediate action upon a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose additional sales in compensating used taxes and extend local government assistance programs in Nassau County.

CHAIRWOMAN GONSALVES: Motion to establish the emergency.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. All those in favor of establishing the emergency signify by saying aye.

Full Legislature/6-5-17

(Aye.)

Any opposed?

(No verbal response.)

It's unanimous. Now for the item itself, I believe, Mr. Pulitzer read it again into the record.

CLERK PULITZER: Thank you.

A resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose additional sales in compensating used taxes and extend local government assistance programs in Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR MACKENZIE: Second.

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

Are there any other comments or questions from the legislators?

(No verbal response.)

Full Legislature/6-5-17

Is there any public comment?

(No verbal response.)

There being none, all those in favor of the item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

I believe we can go into the other items on the calendar. We begin with Item Number 5, which is Ordinance Number 51, a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $1.3 million of bonds of the County of Nassau to finance said expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator

Rhoads. Is there someone who will speak to this? Mr. Arnold, there may be a few for you.

MR. ARNOLD: Good evening, Ken Arnold. Item Number 5 is a bond ordinance for $1.3 million associated with odor control improvements at the treatment facilities of Bay Park, Cedar Creek and Glen Cove.

This project will be used to address facilities, process facilities by these three plants who are not addressed under previous contracts.

CHAIRWOMAN GONSALVES: Any comments or questions of Mr. Arnold? Yes, Legislator Curran.

LEGISLATOR CURRAN: Hello, Mr. Arnold. The fourth quarter wastewater treatment facility restoration report shows that this capital project had already been completed last year last spring.

MR. ARNOLD: The wastewater report identifies a $25 million project that was to address the Cedar Creek and Bay Park

facilities. What we did there was added a second level of treatment for odors and many of the major processes at both plants.

In addition, we addressed some poorly functioning facilities at both plants.

This funding that is before you today is for areas of the plants that were not addressed and/or to replace equipment that may be at the end of its useful life that was not addressed in the larger project.

LEGISLATOR CURRAN: It also shows that $30 million in bonding was already authorized and you're staying the other one was $25.5 million. Where was the rest of that money used?

MR. ARNOLD: I would assume with the construction management, design services, and DPW management. It's all the ancillary contracts that go along with the construction of the facility.

LEGISLATOR CURRAN: Is that in a place where it is itemized where we can read

it?

MR. ARNOLD: It should be outlined in the wastewater report, if not I can get it to you.

LEGISLATOR CURRAN: I would like to see that because I'm just concerned, I don't know if it justifies 1.3 million more for this since there is this 4.5.

MR. ARNOLD: I can tell you the 4.5 is spent. There is no additional.

LEGISLATOR CURRAN: Yes. I would love to know where it went if that's possible.

LEGISLATOR MACKENZIE: Mr. Arnold, if you could for people in the audience --

CHAIRWOMAN GONSALVES: Legislator MacKenzie.

LEGISLATOR MACKENZIE: Can you please explain what odor control means?

MR. ARNOLD: Sure. Sewage, as its being processed has various degrees of odors that are unpleasant to the surrounding community.

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The department has various processes that we utilize to eliminate the odors from the buildings so it doesn't get into the community that includes air stripping, carbon filtration, and a new technology that was part of the $25 million project which is a bio treatment.

LEGISLATOR MACKENZIE: So what this bonding does is supply the money and the funding to put those systems in place at the sewage facilities located in Bay Park, Cedar Creek, and Glen Cove to eliminate odors from the surrounding communities; is that correct?

MR. ARNOLD: That's correct.

LEGISLATOR MACKENZIE: And without the bonding here, then those mechanisms would not be put in place and then the surrounding communities then would be subject to the odors emanating from the sewage treatment plant; is that fair to say?

MR. ARNOLD: If the facilities fail or are not upgraded in a timely fashion and then fail, yes, we then would have that

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issue.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Ken, I appreciate about a year and a half ago when you and I went down to the Glen Cove sewage treatment plant and we put in a blower. I have to say I used to get complaints all the time about different, basically, what Legislator MacKenzie was asking about, and I haven't been receiving those calls at all. It seems to have really helped with the situation.

Whatever you did in Glen Cove I would suggest you do it on the south shore. It seems to have alleviated our problem.

The other thing which really does concern me which is what Legislator Curran mentioned is, what happened to the $5 million? How was that spent without it coming for legislative approval?

MR. ARNOLD: All funding comes before this body for approval.

LEGISLATOR DERIGGI-WHITTON: But

this was bonded specifically for this reason. So this money should still be available.

MR. ARNOLD: There were contracts, the $25 million contract is with RJ Industries, which is the prime contractor for the physical work, in addition that project is supported by construction manager that costs usually upwards of ten percent of that cost. So that's probably two and a half, three million of that $4 million, in addition design services and design work.

LEGISLATOR DERIGGI-WHITTON: That should have come before us.

MR. ARNOLD: It all did.

LEGISLATOR DERIGGI-WHITTON: So they took the $5 million from here and put it to other contracts but this was $5 million that was specifically bonded for odor control but they might have used for other types of projects?

MR. ARNOLD: No. Just odor control. Typically you have three phases of work for any project. Odor control is

project. You have first to first do a project design. That came to this body.

Then you put out the construction contract and the construction management contract, both of those came to this body.

The construction management is typically ten to 15 percent of the construction project. So if this project is $25 million, you're talking 10 percent -- you 're talking two to $3 million of -- the design contract is usually around eight to ten percent of the project. So that's another $2 million.

So all the funding came across this body for approval.

LEGISLATOR DERIGGI-WHITTON: I would really appreciate seeing where the $25 million went and how much went to Glen Cove and how much went to the other sewage treatment plants because $25 million is a lot.

MR. ARNOLD: $25 million all went to Bay Park and Cedar Creek.

LEGISLATOR DERIGGI-WHITTON: And

Glen Cove also?

MR. ARNOLD: No. It was not part of any of the 25 that was spent.

LEGISLATOR DERIGGI-WHITTON: But we did the blower separately?

MR. ARNOLD: It was all probably done under a separate capital project for various --

LEGISLATOR DERIGGI-WHITTON: Again, I understand that we put chemicals into things to make it smell better but the blower really did the job in Glen Cove.

MR. ARNOLD: The chemicals themselves would not improve the odor. The chemicals help strip the odors off the air strip. We are not adding a perfume to make it better. It's actually a compound that helps us strip the odors off the air as we push them through the stripping towers.

LEGISLATOR DERIGGI-WHITTON: All right. Again, the blowers seemed to really have helped in Glen Cove. I haven't received one phone call since we did that. I know that we did a good press release on

that to.

CHAIRWOMAN GONSALVES: Thank you. Legislator Ford.

LEGISLATOR FORD: Good evening, Ken. Thank you very much. Just one thing. In your professional opinion, do you think that this work is needed at the sewage treatment plants to help alleviate the odors that are emanating into the neighborhoods?

MR. ARNOLD: Yes, the funding is required which will allow us to address issues as they arise and to continue the upkeep of all the systems so that we are not running them past their useful lives.

LEGISLATOR FORD: Do you find, like between Cedar Creek and Bay Park, that sometimes they have, even though they're both large sewage treatment plants that sometimes they may sometimes have unique problems, like one fix at Bay Park may not be the fix at Cedar Creek or at Glen Cove?

MR. ARNOLD: I think the biggest difference between the three plants is the proximity to the neighbors. So Cedar Creek

can make it away with less odor control because you're far from your neighbors, Bay Park you are right up against them. That's the biggest difference of the two.

LEGISLATOR FORD: And considering the fact that Bay Park is almost surrounded by a neighborhood that if we put a blower in, you might be blowing from one area and blowing the odor to another area, correct?

MR. ARNOLD: Well, the blowers are all used as part of the stripping -- the blowers just don't push the air -- it's pushing the air through a stripping tower that helps remove the odors compound from the air stream.

LEGISLATOR FORD: But I think that we need sometime more than that in Bay Park because we still do get odor complaints because they live so close and it can be very pervasive. Thank you.

CHAIRWOMAN GONSALVES: Legislator Rhoads.

LEGISLATOR RHOADS: Thank you. Mr. Arnold, incidentally we still get

complaints by the Cedar Creek plant as well.

Can you give us an approximation of the population in the area of the sewage treatment plants that would be impacted potentially by the failure to provide these odor controls?

MR. ARNOLD: I don't have that handy, I will have to look that up in our reports.

LEGISLATOR RHOADS: Can you give us an idea of how much we've spent correcting some of the prior mismanagement that took place at these plants in terms of upgrading systems, upgrading, creating redundancy? What's been our total capital expenditure with respect to the plant?

MR. ARNOLD: I would have to go back and refer to the reports that I send but odor control I can speak about $30 million.

LEGISLATOR RHOADS: Thank you,Mr. Arnold.

CHAIRWOMAN GONSALVES: Minority Leader.

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LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. I was hoping to go home at five o'clock earlier today but I guess we're not going to be able to.

Just to respond to a couple of things that I heard earlier today.

Ken, I don't have a response or anything for you, I mean, I see where this is going, I see where this has been going for quite some time with respect to the bonding constantly being called and I think the majority knows where we stand on the bonding in regard to the anti-corruption public official, which we have been asking for the last two years.

This, to me, seems astonishing that my colleagues to the right, for whatever reason, feel the need to call for the County Executive's resignation but at the same time they want that same County Executive to administer the very same projects that they want to approve today in committee or in Full Legislature.

I just think it's completely

hypocritical to one day call for a man's resignation on the steps of this Legislative body pretty much saying he's unfit to serve as County Executive, but at the same time you are prepared to hand him over $4 million in bonding to administer going forward.

To me, you would have to bring the bridge together so I can understand how your hypocritical thinking works.

In America, if you think someone is unfit for a job you do not hand them $4 million in bonding. It makes zero cents unless you are benefiting for some type of street scrape that exists in your respective area.

But, that being said, and that way, we're to overlook the fact that he is going to administer your street scape to be able to get that forward.

You have no problem voting for street scape and he does that right, but everything else we are going to call for his resignation.

So, to me, the Republican

majority is completely hypocritical when it comes to this matter, because if they really truly wanted to move forward, we have said it once and will say it again, we need to see an anti corruption official, Independent Inspector General, in the position and we will be more than happy, we believe these projects are extremely necessary and we believe that odor control or road improvements, we want to see it go forward, but, at the same time, I just don't understand for the life of me, someone would have to explain it, how you can call for someone's resignation on one day, which is basically saying you're unfit to be in that position.

You are calling for his resignation on one day, and then on the next day you are prepared to hand him $4 million in bonding. How do you make that connection? I would love to hear your opinion on how you make that connection.

In my personal opinion, where I work in my private industry, we want

somebody to go, we're not going to hand him $4 million after we tell he should go.

So you explain to me how you come to that conclusion that someone is deserving of administering $4 million after you call for their resignation?

CHAIRWOMAN GONSALVES: That's not the issue at the present time.

LEGISLATOR ABRAHAMS: No, no, no.

CHAIRWOMAN GONSALVES: Just listen.

LEGISLATOR ABRAHAMS: I would love for you to elaborate on why you called for his resignation if he's not unfit?

CHAIRWOMAN GONSALVES: Listen, you had your turn.

LEGISLATOR ABRAHAMS: Your colleagues did. I'm not making this up, did your colleagues, did they call for his resignation?

CHAIRWOMAN GONSALVES: Minority Leader, please, there are three other people that --

LEGISLATOR ABRAHAMS: Your

colleagues called for his resignation.

LEGISLATOR NICOLELLO: We're doing this over and over again.

LEGISLATOR ABRAHAMS: Because you are colleagues called for his resignation because basically saying he is unfit.

LEGISLATOR NICOLELLO: Do you want a response or do you want to keep talking?

CHAIRWOMAN GONSALVES: Give somebody else a chance including me.

LEGISLATOR NICOLELLO: As we said on the front steps of this building, we called for his resignation -- and by the way, they never did because they want him to stay for their own political reasons, never officially called for his resignation.

LEGISLATOR ABRAHAMS: You're interpreting what we want.

LEGISLATOR NICOLELLO: I let you speak. Didn't I let you speak? Do you mind if I continue?

CHAIRWOMAN GONSALVES: You had your turn.

LEGISLATOR NICOLELLO: We went on the steps of this building and we called for the County Executive to resign. But one of the things that we said was that there is no mechanism for us to force him to resign, so he decides that he's staying. And he obviously is still here and it's nine weeks later.

However, the business of government doesn't shut down. You don't say nothing happens. The people's business stops from this point until he leaves eight, nine, ten months later. It doesn't work that way.

There is a responsibility that people elect us to this office and one of those responsibilities is that the services they get, including protecting them from the odors from a sewage treatment plant continue. We are doing what the people put us here to do.

I know you want these titles, not accountable to anybody, that's unelected, Democrats seem to love that type of stuff.

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We don't. Anyone's actions, whether it be County Executive's, Comptroller, or us, we are all public officials. Ultimately this November, any November, we are going to be put to account by the people. That's the way it should work.

We don't believe in unelected bureaucrats. We don't want them. We disagree with you.

So we're having a disagreement and for you to stop every measure of this government, except when it suits your interest when a Uniondale leader comes up to say please, please, please, then you vote for it.

For you to stop every measure of this government from going forward, stop the business of this government and then to call us hypocrites is the height of hypocrisy.

LEGISLATOR ABRAHAMS: Again, in response to Deputy Presiding Officer Nicolello, you would have to explain this then to me, Rich.

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So two years ago basically you guys joined with us or we joined with you and we passed measures which we truly believe would not stop the next Abtech but we supported them because they were better than what we had. That process goes on for two years.

Now, the County Executive is indicted and, as to your own admission, you called for his resignation.

Now, here we are, two years later, from AbTech, the County Executive now been indicted. The measure that you put in before you called for the County Executive's indictment is put in place.

So now, if things have gotten that bad so that you would have to call for his resignation, wouldn't you want to upgrade on what you did two years ago?

Instead, you are standing by that same disclosure when you thought he was fit to be County Executive.

Now you think he's unfit to be County Executive and you have not done

anything additional --

LEGISLATOR BECKER: Madam Chair, does the Minority Leader get to talk upon hours and hours?

Presiding Officer, how is it I'm sitting here and I have to hear the Minority Leader go on and on and nobody else gets a chance to speak? I don't think it's right. He's just using this for political purposes saying the same thing over and over again about a good man that served this body and served Nassau County for a long time.

And, not only that, the man has been not proven guilty at all at this particular point and they want to continue to use this process for political purposes. He cannot go on and say the same thing over and again.

CHAIRWOMAN GONSALVES: How do I turn this off?

LEGISLATOR ABRAHAMS: How can you say that I'm using it for political purposes when your colleague that you served with offered his resignation. That was the

height of political purposes.

MR. BECKER: I don't know about any of that. I'll tell you something though. I know three people went out of here in handcuffs and went to jail. Three people went out of here from this body and went to jail and they were all Democrats. Why we got to bring this stuff up? This person is a colleague of ours. Let's leave the politics out of this place.

MR. BECKER: We're talking about our brothers and sisters here. I don't care we're Democrats or Republicans here. But we're brothers and sisters.

CHAIRWOMAN GONSALVES: Legislator Kopel.

MR. BECKER: And I don't think we should allow politics and a good man like Ed Mangano, you no damn well he is a good man. You know damn well Ed Mangano is a good man, in your heart he is.

CHAIRWOMAN GONSALVES: Fran. Fran. That's it, Fran.

MR. BECKER: I'm not going to say

I agree with what they did, Minority Leader, I'm not going to say it because I would not have done it.

LEGISLATOR ABRAHAMS: You are willing to say we are political but you are not willing to say they're political. Right?

CHAIRWOMAN GONSALVES: Fran, that's it, Fran.

LEGISLATOR BECKER: I'm not going to say I agree with what they did. I would not have done it. I would never have done it. I agree with that. I would not have done it.

CHAIRWOMAN GONSALVES: I have to call a recess.

MR. BECKER: But he is a brother and sister, the man has a family, and when three people on your side went out of here we kept our mouths shut because we would never accuse them because we knew they had families. Never said a bad word about them.

LEGISLATOR ABRAHAMS: You are mistaken. I never called for his

resignation. They did. But you are calling me out, as not saying he is or he's not that. You're wrong, Fran.

CHAIRWOMAN GONSALVES: I'm calling for a recess. I'm calling for a recess. We're in recess.

(Whereupon, the Full Legislative Committee recessed at 5:35 p.m. and reconvened at 5:39 p.m.)

CHAIRWOMAN GONSALVES: Hopefully I don't have to call another recess. I will tell you this much. You're back. I will call a recess if we get out of order again. That goes for anybody for that matter. Anybody. All right?

We all have obligations, but one thing right now we have an obligation to the public. We were elected to serve our constituents regardless.

Now I have something to say and after I say what I'm saying, I'm not accepting anymore comments unless there is somebody from the audience.

I will tell you this. I have to

say to you that we have -- John Budnick, I'm talking. One minute, please. Thank you very much.

We have an obligation. We also knew that we had to improve the contract process and we also made sure that we did everything as a Legislative body to do so.

Now, what I find very difficult is the fact that we -- there are those of us who pick and choose what we want to vote for and it's the same procurement policy. Absolutely; whether it be the District Attorney, public safety, whatever the case may be.

I'm not calming down. I don't care what you have to say, Mr. Minority Leader. Right now I'm having the final word and we are moving on.

I'm telling you right now either we work for the people -- regardless of the County Executive. We are obligated to our constituents, not anybody else, and we are doing the job of government.

So I'm going to move on with this

item, which is Item 5, and I think I did have a motion and a debate and we are moving on.

Any public comment? John Budnick, I will not shut you down since you are public comment, and that's it after John.

MR. BUDNICK: Will someone please call the question? Thank you. God bless you all.

CHAIRWOMAN GONSALVES: Now we are going back to Item 5 which is Ordinance 51. All those in favor signify by saying aye.

LEGISLATOR RHOADS: Can I ask for a roll call vote?

CHAIRWOMAN GONSALVES: So be it. Let's go, Mr. Pulitzer. Call the roll. Vote up or down on Item 5.

CLERK PULITZER: Yes. Roll call. Deputy Presiding Officer Richard Nicolello?

LEGISLATOR NICOLELLO: Yes.

CLERK PULITZER: Alternate Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Yes.

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CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: No.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: No.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Yes.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: No.

CLERK PULITZER: Legislator C. William Gaylor, III?

LEGISLATOR GAYLOR: Yes.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Yes.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: No.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: No.

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CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Yes.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Yes.

CLERK PULITZER: Legislator Dennis Dunne, Sr.?

LEGISLATOR DUNNE: Yes.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: No.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Yes.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Yes.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: I will be voting in favor of controlling odor at sewage treatment plants. I'm voting in the affirmative.

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CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: No.

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Yes. The item fails 12 to 7.

CLERK PULITZER: 12 to 7, ma'am.

LEGISLATOR RHOADS: Motion to reconsider.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: All those in favor of reconsidering Item 5?

(Aye.)

LEGISLATOR RHOADS: Move to table.

LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Seconded by Legislator Muscarella. All those in favor of tabling Item 5 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

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The item is tabled.

Moving on to Item 6 which is Ordinance 52, is a tabled item, and I need a motion to untable Item 6.

Motion, please.

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Dunne. All those in favor of untabling Item 6 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is untabled.

Item 6, Ordinance 52 is a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $2,400,000 of bonds of the County of Nassau to finance such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

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Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR WALKER: Second.

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

I have an amendment in the nature of a substitution and the amendment is the item in the nature of a substitution amends the characterization of the ordinance from PPU, period of probable usefulness, specific to project specific. That was the reason it was tabled to begin with.

Motion to amend the item in the nature of a substitution.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

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Now, the item as amended, if there is no other discussion -- be my guest, go right ahead.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: And stay in order. When you are recognized, that's when you'll be called.

LEGISLATOR ABRAHAMS: Am I recognized? Okay. Gerry, come to the mike.

We just want to make sure that the bonding for this particular item, pedestrian accessibility, part of the language we were seeking in the amendment was that it can only be spent on this particular item for pedestrian accessibility, just wanted to make sure that is your understanding of the reading of the amendment as well?

MR. PODLESAK: I would normally defer on bonding issues to Mr. Denion who I do not even believe is here yet. In other words, I don't know, legislator. It's not part of the division of labor in my office.

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CHAIRWOMAN GONSALVES: Hold on. First of all, for the record, the amendment was proposed by Legislator Kopel, and seconded by Legislator Nicolello.

Do you have a question? Legislator Nicolello and then Legislator Schaefer.

LEGISLATOR NICOLELLO: Mr. Podlesak, if this item is passed, does it then follow through the regular county procurement process?

MR. PODLESAK: It would.

CHAIRWOMAN GONSALVES: Legislator Schaefer.

LEGISLATOR SCHAEFER: Is there something else that the money would potentially be used for? I'm not sure what the concern is.

What would it normally be used for? Is it going to be used for the project? Is there something specific? Have there been other projects in the past when the money was used for other things?

LEGISLATOR ABRAHAMS: I was just

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going to --

CHAIRWOMAN GONSALVES: Minority Leader, you may ask.

LEGISLATOR ABRAHAMS: Thank you.

LEGISLATOR SCHAEFER: I'm not going to go on Legislator DeRiggi-Whitton's word. You seem quite concerned that the money is not going to be used for this project. Why would that be a concern? I don't understand.

CHAIRWOMAN GONSALVES: Can you respond to that concern?

MR. ARNOLD: In my experience, the capital projects have always been used for the purpose of what they initially were put for.

Recently we made the purpose bonding because NIFA wanted us to be able to utilize the balance if a project was complete. The department is currently working with the Comptroller's Office on one such project that is complete, which is ice skating rinks, at various county facilities. We are looking to utilize the balance of

those bonds for other park type work that needs to be addressed.

LEGISLATOR DERIGGI-WHITTON: If it's project specific, it's better.

CHAIRWOMAN GONSALVES: Excuse me, I said through the chair. Legislator DeRiggi-Whitton and Minority Leader, are you finished?

LEGISLATOR ABRAHAMS: What I was going to suggest if Mr. Denion could come down. I think Mr. Podlesak said he wasn't prepared to answer and he defers to him, so I was just going to suggest that Mr. Denion come down.

MR. PODLESAK: I believe Mr. Denion has left for the day but I did send him an email. It is six o'clock.

LEGISLATOR MACKENZIE: May I ask a question?

CHAIRWOMAN GONSALVES: Legislator MacKenzie.

LEGISLATOR MACKENZIE: I'm sorry, Mr. Arnold, maybe you can address this because I don't think anyone put on the

record what this project is for.

MR. ARNOLD: Specifically to this project Item 6, this is associated with handicapped ramps and accessibility. The department is part of the work with the federal government in receiving funds, must ensure that the ramps are up to the most current code and if not put these ramps on transition plans and to address them.

This funding will allow the department to address ramps that are not done in other projects put on the transition plan to be tackled in a timely fashion.

LEGISLATOR MACKENZIE: Just to repeat, Legislator Nicolello's question to you, the procurement process that is used here is the same one used that would be used on any other project of that type in the county, correct?

MR. ARNOLD: That's correct.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Reading section, starting with section two, the

county may issue its bonds in aggregate principal amount of $2.4 million pursuant to the Local Finance Law of New York hereinafter referred to as the LFL in order to finance the class of objects and purposes hereinafter referred to as the purpose. Described in Section 1.

For lack of better phrasing, this basically would give us -- then going back to Section 1, describing what it is, a capital expenditure for financing the cost of a project 66051 which is the pedestrian accessibility in the County of Nassau hereinafter referred to as the county is hereby authorized upon recommendation of the County Executive the amount of such capital expenditure of $2.4 million which shall be financed with proceeds from the issuance of $2.4 million bonds.

It sounds like to me, Gerry, based on reading this language, that it can only be spent on this particular project which that alleviates some of our concerns.

Do you agree with our

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understanding?

MR. PODLESAK: As I said before, I defer to Mr. Denion on all issues involving bonding but you've read it into the record.

LEGISLATOR ABRAHAMS: Thank you, Gerry.

CHAIRWOMAN GONSALVES: Any other comments?

(No verbal response.)

Is there any public comment? Yes, John.

MR. BUDNICK: I apologize for lengthening this, but I just want to make sure that with regard to elevator services, this money could be used for that because a few weeks ago I had to bring a person who was wheelchair bound to 252 Old County Road, west wing building. He could not get to the courtroom he was supposed to be in because he was wheelchair bound and the elevator was not running.

I hope that elevators and things of that nature will be encompassed within

this bond issue so they are fixed because the elevators are breaking down and going weeks without them being repaired at least in the west wing building based upon my personal knowledge.

CHAIRWOMAN GONSALVES: Can you address that concern, Mr. Arnold?

MR. ARNOLD: This capital project will not address the elevators in buildings. This is strictly on right of way in county roads, however, there are other funding sources that would address that, and I will bring that back and look into that. That's the west wing.

CHAIRWOMAN GONSALVES: Thank you, Mr. Arnold. There being no other comments, all those in favor of Item 6?

LEGISLATOR RHOADS: Madam Presiding Officer, can we get a roll call vote?

CHAIRWOMAN GONSALVES: You don't need it.

LEGISLATOR ABRAHAMS: You do not need a roll call. We are not going to vote

in the affirmative. Unless we can't count to 19.

LEGISLATOR RHOADS: I will withdraw the request, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: All those in favor the Item 6, Ordinance 52 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

LEGISLATOR MACKENZIE: No politics in that vote.

CHAIRWOMAN GONSALVES: Stop. Stop. Enough. The next one is Item 13, Ordinance number 59, a bond ordinance providing for capital expenditure to finance the capital projects identified herein within the county of Nassau and authorizing $750,000 of bonds of the County of Nassau to finance such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

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Motion, please.

LEGISLATOR WALKER: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Schaefer. Mr. Arnold, would you like to talk to us about Item 13?

MR. ARNOLD: Item 13 is a roadway improvement, Westbury Avenue in Carle Place. Westbury Avenue is a two lane road includes on street parking, both sides of the street. This segment of road is very narrow and needs improvements for both accessibility for pedestrians and vehicles.

The department will be looking at this road to see what can be done whether it's elimination of some parking to make this a clearer path to get through and in addition in making the appropriate upgrades for both accessibility and road service.

CHAIRWOMAN GONSALVES: Any comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

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(No verbal response.)

There being none -- excuse me, who has a question? Legislator MacKenzie.

LEGISLATOR MACKENZIE: The procurement process on Item 13 is the same procurement process that's used in Item 6, is that correct?

MR. ARNOLD: Yes, all county Public Works procurement processes goes through the Office of Purchasing are publically bid and comes to this body for approval.

LEGISLATOR MACKENZIE: Thank you.

CHAIRWOMAN GONSALVES: Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 13, Ordinance 59 signify by saying aye.

LEGISLATOR RHOADS: Request for a roll call vote.

CLERK PULITZER: Thank you. Deputy Presiding Officer Richard Nicolello?

LEGISLATOR NICOLELLO: Yes.

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CLERK PULITZER: Alternate Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Yes.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: No.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: No.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Yes.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: No.

CLERK PULITZER: Legislator C. William Gaylor, III?

LEGISLATOR GAYLOR: Yes.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Yes.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: No.

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CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: No.

CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Yes.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Yes.

CLERK PULITZER: Legislator Dennis Dunne, Sr.?

LEGISLATOR DUNNE: Yes.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: No.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Yes.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Yes.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Yes.

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CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: No.

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Yes.

CLERK PULITZER: Roll call vote, 12 to 7.

CHAIRWOMAN GONSALVES: Thank you very much.

LEGISLATOR NICOLELLO: I move to reconsider.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Seconded by Legislator Rhoads. All those in favor of reconsidering Item 13 signify by saying aye.

(Aye.)

Any opposed to the call to reconsider? Is it no?

LEGISLATOR ABRAHAMS: I'm not engaging in your games.

CHAIRWOMAN GONSALVES: Then say no.

LEGISLATOR ABRAHAMS: Keep

running your game.

CHAIRWOMAN GONSALVES: Fine. So the motion to reconsider passes 12 to 7, however, at this point in time I need a motion to table.

LEGISLATOR NICOLELLO: This is not a game. This is how government works. You vote on things. If you vote no you vote no. That's how it works.

LEGISLATOR ABRAHAMS: Here we go again. It's a game. Because if government worked right, then you would listen to our proposals and our proposals would at least see the light of day of a hearing.

But, you know what, we proposed an independent inspector general, an anti corruption officer to fight corruption in this county, and you chose not to even bring it up to the floor for an actual hearing. You don't have any idea --

CHAIRWOMAN GONSALVES: It's going to be time for another recess.

LEGISLATOR KOPEL: You vote for a government shut down unless we agree with

you.

LEGISLATOR ABRAHAMS: It's not a shut down. You don't have any idea how government works.

LEGISLATOR KOPEL: You don't have a right to insist -- you vote for a government shut down unless we agree with your proposal.

LEGISLATOR ABRAHAMS: It's not a shutdown. And you know full well it's not.

LEGISLATOR KOPEL: You can't insist on one proposal or another proposal or --

LEGISLATOR ABRAHAMS: I understand how it works. You want your cake and eat it too.

CHAIRWOMAN GONSALVES: Motion to table.

LEGISLATOR DUNNE: So moved.

LEGISLATOR ABRAHAMS: I'll second it too. You want to be able to look good and big on the floor outside on the steps and call for the County Executive's resignation, but at the same time you want

to hand him $4 million. You guys are hypocrites.

LEGISLATOR SCHAEFER: You have cameras here every other week for whatever item it is you want to make a show about. That's what it's about.

LEGISLATOR ABRAHAMS: If you had a financial advisor who was indicted for corruption, you would hand him your pension?

LEGISLATOR SCHAEFER: You just voted for contracts. You just voted for some bonding. Ridiculous.

LEGISLATOR KOPEL: Just stop.

LEGISLATOR ABRAHAMS: No, Howard. I'm suggesting that we put an Independent Inspector General and anticorruption officer in place to ensure the process is transparent. You know exactly what I'm asking for but you don't want to do it. You don't want to shine the light on the process. The good voters of this county in November will have their say.

LEGISLATOR NICOLELLO: Wait, you said a number of you guys voted to give him

$4 million. You guys voted to give $4 million.

You just voted to give him $2.4 million in pedestrian accessibility. So who is the hypocrite? We can't give him money for odor control but you can give him money for pedestrian accessibility?

LEGISLATOR ABRAHAMS: Because we realize in your obstruction -- we realize in your obstruction that you will never consider this so we have to at least look out for public safety. And you know all too well your body, your side that has chosen to be the real obstructionists is in front of us.

LEGISLATOR NICOLELLO: So you are telling us in your minds pedestrian accessibility is more important than odor control for the residents of Bay Park? Okay. Thank you very much. We just had to understand where you're coming from.

CHAIRWOMAN GONSALVES: If you don't want me to call another recess --

LEGISLATOR ABRAHAMS: I would ask

you to, please, there is a gentleman in the back, representatives of our union rather than continue with your shenanigans and your games and calling these bonding items, which you know full well we are not going to support until we see an anticorruption officer in this county to provide transparency to this process. Please call their items first and then you can continue with your games and your shenanigans afterwards. Can we do that, please?

CHAIRWOMAN GONSALVES: No, no, no, no. Hold on. If you're not going to do this in an orderly fashion, I don't care if I stay here until 8 o'clock. It's up to you. You should understand --

LEGISLATOR ABRAHAMS: You can very easily call these items in bulk. You are doing it for some reason to think that somehow we are going to be intimidated because you guys are calling the items individually.

LEGISLATOR NICOLELLO: That's Democracy.

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CHAIRWOMAN GONSALVES: No, it's not --

LEGISLATOR ABRAHAMS: It's not Democracy. How many items did we call in roll call? Come on, Rich, 99 percent of our items we do not call by roll call.

CHAIRWOMAN GONSALVES: Motion to table 13.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Schaefer, seconded by Legislator Ford. All those in favor of tabling Item 13, yes?

(Aye.)

We are tabling it. So we can call it again.

CHAIRWOMAN GONSALVES: I have two people at home that are waiting for a dinner break.

LEGISLATOR ABRAHAMS: Why are we making them wait? Why don't we just call their items? Why are they caught up in this stuff?

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CHAIRWOMAN GONSALVES: We have 71, 72, 73, 74, and I know the first ones are going to 71, 72, 73. I know you guys are sitting and enjoying the show that we presented to you today?

We're going to begin with Item 71, Resolution 130. It's a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act providing disability benefits to sheriffs, deputy sheriffs, under sheriffs, and correction officers.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR SCHAEFER: Second.

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

MR. BECKER: Madam Chair, in essence, 71, 72, and 73 are all the same. But it's up to you. They are all the same basically just applies to different departments, county employees.

CHAIRWOMAN GONSALVES: At this

point, before we even move forward with the other two items, Mr. Becker, we need a motion to suspend the rules.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Gaylor. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The motion to suspend the rules is unanimous.

71, 72, 73 are all Home Rule Messages, and they are sitting very patiently back there.

The first one I called was 71, Resolution 130, requiring a Home Rule Message providing disability benefits for sheriffs, deputy sheriffs, under-sheriffs, and correction officers;

72, Home Rule for disability

benefits for ambulance, AMT supervisors, AMT technician coordinators, and AMT medical technicians;

73, another Home Rule Message, is for providing for accidental disability benefits for chief marshals, chief fire marshal, assistant chief fire marshals, division supervising fire marshals, supervising fire marshals, fire marshals, and fire marshal trainees.

Motion, please.

LEGISLATOR RHOADS: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Rhoads, seconded by Legislator Gaylor. Who wants to talk about these? Do we need anymore? Did they go through committees? They went committees, I believe the testimony was heard in committees. Is there anyone else that want to add? Mr. Podlesak.

MR. PODLESAK: No. I'm just here in case of a question.

CHAIRWOMAN GONSALVES: Do you

have any questions anyone?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 71, 72, and 73 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They pass unanimously. Now you can go home and have dinner.

The next item is Resolution 133, or Item 74, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose additional sales and compensating use taxes and extend the local government assistance programs in Nassau County.

Motion, please.

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

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CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Dunne. I believe it calls for an amendment.

I need an amendment in the nature of a substitution.

LEGISLATOR FORD: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Ford, seconded by Legislator Dunne. All those in favor of the amendment in the nature of a substitution add subpart A to the resolution.

All those in favor of the amendment in the nature of a substitution signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is now amended.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

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It is unanimous.

The next one is 75, Resolution 134, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose hotel and motel taxes.

Motion, please.

LEGISLATOR KENNEDY: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kennedy, seconded by Legislator MacKenzie. Any comments or questions on this one? It went through committees. Item anything else you want to add to it? If not, this is not amended. 75 is not amended as far as I understand.

74, Resolution 133 passed as amended. Now we are on 75. All those in favor of Item 75 --

LEGISLATOR ABRAHAMS: We just want to make sure the records from finance and rules especially asking for the report is incorporated into the meeting by

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reference.

(Whereupon, please refer to the minutes of the Rules Committee dated 6-5-17 pertaining to Clerk Item 75, Resolution 134, at pages 97-98^.)

CHAIRWOMAN GONSALVES: Any other comment?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 75, Resolution 174 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes 12 to 7.

Let's go to the three or four bond issues and then I'm going to put this meeting in recess again. I'm not sure.

We're on Item 14, Ordinance 60, bond ordinance providing for a capital expenditure to finance the capital project identified herein within the County of

Nassau and authorizing $1 million of bonds of Nassau County to finance such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR RHOADS: So moved.

LEGISLATOR GAYLOR: Second.

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

MR. ARNOLD: Ken Arnold, Department of Public Works. Item 14 is a bond ordinance resolution for the improvements for Merrick Bellmore Road for $1 million. Bellmore Merrick Road is a concrete panel road.

While I initially thought this was looking for street scape improvements, the underlying issue that was brought to my attention was the road pavement.

We looked at the resurfacing program and there is an inadequate funds program for this road out of that funding

source, this bond ordinance would cover concrete patch panel repairs on both of these roads in the amount of $1 million.

CHAIRWOMAN GONSALVES: Any comments or questions for Mr. Arnold? Mr. Rhoads.

LEGISLATOR RHOADS: Thank you, Madam Presiding Officer. This is the same bond ordinance that I had raised at the last meeting. I brought in the chunk of concrete which was a portion of Merrick Road to demonstrate the condition that Merrick Road was in.

As Mr. Arnold said, first off there is a legal question as to whether you can use road resurfacing funds for a roadway that cannot be resurfaced.

But secondly, even if you could, there is insufficient funds to make the necessary repairs to Merrick Road.

We do have a responsibility to the public to ensure that our road conditions are safe.

Unfortunately, clearly, with

respect to Merrick Road in the area of Bellmore Avenue, the answer to that question is that they are not.

The funds are needed for us to be able to make those repairs and I would respectfully urge my colleagues on the other side of the aisle to please support our ability to be able to make those roadways safe for those constituents, my constituents.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Ken, let me make sure I actually understand the scope of this project. So this project is strictly for resurfacing?

MR. ARNOLD: Concrete panel roads cannot be resurfaced. You have to chop out the poor conditioned concrete and replace the concrete with a doweling system, full depth concrete repair, it's not just covering over the concrete panels.

LEGISLATOR ABRAHAMS: Back up. Was that the original scope of the project?

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MR. ARNOLD: I misinterpreted what they were looking to do initially. When I went back and I looked at it, it was brought to my attention that they were looking to focus on the concrete panels.

LEGISLATOR ABRAHAMS: Back up again. When did you misinterpret it, at the last meeting?

MR. ARNOLD: I just assumed based on all the information that I had that this was the continuation of other street scape projects we had done there and I did not speak to the local community about what they were looking to achieve, and the department has recognized that the panels are in poor condition and looking to address them.

LEGISLATOR ABRAHAMS: Ken, I'm sorry, I'm not trying to put you on the spot. It sounds like you changed since the last meeting. Does this change go back years?

MR. ARNOLD: When I was at the last meeting it was bought to my attention what I heard. So I went back --

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LEGISLATOR ABRAHAMS: So this was at the last meeting. So Legislator Rhoads said what he thought it was, it wasn't, it's based off the change in the last two weeks?

MR. ARNOLD: What I present was incorrect. I did not speak to Mr. Rhoads prior to the meeting. I did not understand that the biggest issue was the concrete panels. I assumed based on past experience that we were doing street scape section by section and this was the next section.

LEGISLATOR ABRAHAMS: So this is a new item is what I'm saying. It's not what Legislator Rhoads was advocating for two weeks ago? This sounds like it's a changed item. What we saw in the backup was a street scape that -- let me backtrack again.

Is this project a street scape in any nature in regards to brick pavers or the crosswalks, or decorative lighting? Does this project have any of those cosmetic upgrades along the road?

MR. ARNOLD: No. This project

was just the concrete panels that are in the roadway.

LEGISLATOR ABRAHAMS: So you're no longer doing the street scape?

MR. ARNOLD: That is correct.

CHAIRWOMAN GONSALVES: Legislator Rhoads.

LEGISLATOR RHOADS: With all due respect, there is no change. If you look at the backup materials, nowhere in that backup material does it say it was a street scape project. I know because I'm the one that fought for the project to be included.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton, you are out of order.

LEGISLATOR RHOADS: I know what I asked for. I can't control how the Department of Public Works scores or categorizes an individual project. What I asked for was road improvements in the area of Bellmore Avenue and Merrick Road.

In fact, just to clarify, there has already been a street scape project in the area of Merrick Road and Bellmore

Avenue. There is no more street scaping to be done. It would not be a street scape project. It is to replace the concrete bed in areas where it's damaged in the vicinity of Bellmore.

LEGISLATOR ABRAHAMS: I wasn't done before, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: Now, Minority Leader, you may speak.

LEGISLATOR ABRAHAMS: But, Ken, you had mentioned before this -- you have done street scapes along this corridor and this was to continue those kinds of projects?

MR. ARNOLD: I made a poor assumption. I thought this was to continue the street scape. I incorrectly stated that in my summary, when I went out there and looked at the project.

In fact, the underlying concern was the concrete surface of the road.

LEGISLATOR ABRAHAMS: So let's go with that premise. When you made that assumption that the project was to continue

a street scape, tell me the description that was in the backup to explain what kind of project it was before you realized that you had the wrong assumption. I believe you provided an email to all of us.

MR. ARNOLD: Correct. And that email I said was incorrect.

LEGISLATOR ABRAHAMS: So give me an understanding of what was in that narrative explaining that project before you realized that that was incorrect.

I remember something completely different than what Legislator Rhoads is, but I could be mistaken.

MR. ARNOLD: The narrative in the staff summary strictly says, road improvements Merrick Road, Bellmore.

LEGISLATOR ABRAHAMS: No, no. I'm talking about, this is tied to a capital item. The capital description of the project prior to any debate or discussion two weeks ago. What did that say?

MR. ARNOLD: Let me check. I don't have the capital amendment in front of

me, but the bond ordinance strictly talks about road improvements. Does not specify what type of improvements it includes.

LEGISLATOR ABRAHAMS: What are you reading from?

MR. ARNOLD: From the bond ordinance.

LEGISLATOR ABRAHAMS: No, no. In the capital plan, don't you guys describe each project?

MR. ARNOLD: This was added after the capital plan was put together as an amendment.

LEGISLATOR ABRAHAMS: But the description that you provided us via email indicated street scape but that was before you realized that it shouldn't be called street scape it should be called road improvements.

MR. ARNOLD: That is correct.

LEGISLATOR ABRAHAMS: I got it. So it changed in the last two weeks. I ask the question, did it change in the last two weeks?

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MR. ARNOLD: I made a poor assumption when I put together the project description.

LEGISLATOR ABRAHAMS: I got that. I make mistakes too. What I'm saying is, did it change in the last two weeks?

MR. ARNOLD: No. When I came into that session and I heard what was going on, I realized I made a poor assumption and the next day I went out and looked at what our backup information was and I indicated that I was going to correct it on the record the next time I came to the podium.

LEGISLATOR ABRAHAMS: So in essence what you're explaining should take place in the bonding that took place in October? It's basically a road improvement project; not a street scape, shouldn't it have taken place with that bonding?

MR. ARNOLD: I believe the wording in the capital plan amendment was probably very vague and it didn't discuss, so at that time I probably assumed it was also street scape, not realizing what the

local community was looking to achieve.

LEGISLATOR ABRAHAMS: But how much money had you spent from the October money?

MR. ARNOLD: On resurfacing?

LEGISLATOR ABRAHAMS: On resurfacing.

MR. ARNOLD: I would have to go back and look at the records, but we're currently putting out phases as we speak to cover different items. And this road is not part of the phases that are currently being programed using that $26.2 million.

LEGISLATOR ABRAHAMS: But we don't know how much we've spent versus how much is left over. I would just think we should get those numbers clarified and maybe the money for this project can get paid for out of that.

MR. ARNOLD: Well, I supplied both sides of the aisle our program of what spending is on that money and what we are designing and working towards.

Unfortunately, this road is not

included -- is being programmed there, and for me to program it would mean I would have to eliminate some other road being looked at.

LEGISLATOR ABRAHAMS: When you come up with this list of roads, you do it based off of need and priority, correct?

MR. ARNOLD: Yes.

LEGISLATOR ABRAHAMS: Let me ask you, is Merrick Road, this stretch of road that Legislator Rhoads is advocating for, does it have a greater need than any other roads currently in there?

MR. ARNOLD: Our database talks about reassessing that road this summer which at that time we probably would have put it on a priority list for our next bond ordinance request.

LEGISLATOR ABRAHAMS: So that road has a greater priority than some of the other roads that are on there already?

MR. ARNOLD: No. It needs to be addressed after the roads we're currently working on.

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LEGISLATOR ABRAHAMS: So how are we determining -- I'm sure there is crumbling roads all throughout Nassau County. How are we determining one stretch of road versus another stretch of road?

MR. ARNOLD: We work with out road maintenance bosses and find out what roads they're having issues with and they identify them. We do an assessment and then we prioritize the roads we can address.

LEGISLATOR ABRAHAMS: To me, it's astonishing we missed Merrick Road if Merrick Road is as bad as these roads that were part of the original list in October. I don't know. Did you give him the list, Legislator Rhoads, did you request this road back in October?

LEGISLATOR RHOADS: We requested a specific project for this particular roadway. It was included in the capital plan as an addendum. That's the item that's before you today.

LEGISLATOR ABRAHAMS: That was a street scape.

LEGISLATOR RHOADS: It's not a street scape, never a street scape, Mr. Minority Leader. I'm the one that requested it and I'm the one that fought for it. I know what it is. You can speculate all you want.

LEGISLATOR ABRAHAMS: I guess what I'm asking, Legislator Rhoads, is that normally, projects that you're describing are rolled into our resurfacing program.

LEGISLATOR RHOADS: We don't know that you can actually roll it into the resurfacing program because you cannot resurface that roadway.

LEGISLATOR ABRAHAMS: Mr. Arnold, can this project be done under normal circumstances if there was another $1 million? Would this project fall under the guise of the road resurfacing project?

MR. ARNOLD: The commissioner and I spoke with Conal Denion last week when this came up. It is a debatable issue.

I believe it should be. Conal Denion was not as clear and believed that it

may not be a road resurfacing item because you're reconstructing the road by replacing the complete panel.

I have asked them that it should be reconsidered because of the flexibility of the project of the road condition is important to the department, but we have still not come to a final conclusion on that.

LEGISLATOR ABRAHAMS: So we determined that last week?

MR. ARNOLD: No. That was a question we raised last week.

LEGISLATOR ABRAHAMS: But, according to Legislator Rhoads, this should have been done, included, possibly this question should have been brought up in October if he was advocating for it. Were you advocating for it in October?

LEGISLATOR RHOADS: Which is why it was in the capital --

LEGISLATOR ABRAHAMS: But then why --

LEGISLATOR RHOADS: Mr. Minority

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Leader, you asked a question, I would like the courtesy of being able to answer it.

LEGISLATOR ABRAHAMS: What do you mean, after you cut me off just now before? You did.

CHAIRWOMAN GONSALVES: I have a question.

LEGISLATOR RHOADS: Can I give my answer?

CHAIRWOMAN GONSALVES: No. I have a question. Mr. Arnold, we all -- I have the floor. Give me the respect I deserve for putting up with you guys.

Mr. Arnold, there is a difference in resurfacing a road that is asphalt as opposed to a road that is in concrete or cement, whatever you want to call it.

I have a road in my district that is cement. That cannot be resurfaced in the same way as if I had a road that was asphalt; is that correct?

MR. ARNOLD: That's correct.

CHAIRWOMAN GONSALVES: That's why this road is very, very difficult to

refurbish because of the nature of the road.

I'm not defending anybody here. But knowing there is a difference between asphalt and concrete, it really demands different attention; am I right?

MR. ARNOLD: That is correct.

CHAIRWOMAN GONSALVES: Now you want to finish saying what you want to say, Mr. Minority Leader, be my guest. Legislator Birnbaum.

LEGISLATOR BIRNBAUM: So we all know there's two different kinds of surfaces; asphalt or concrete.

So in the list of roads that you're doing in other areas, aren't there other concrete roads as part of that capital project? Road resurfacing, even though they're concrete.

MR. ARNOLD: The only road that is being looked at right now is Wantagh Avenue. Wantagh Avenue, we're applying a special treatment where we're going to overlay the road with asphalt, a very expensive project. The concrete panels are

in fairly okay shape but the road surface is so smooth it's actually a skidding hazard which is why it needs to be resurfaced.

But Merrick Road in Bellmore, it's not the issue of the slickness of the concrete, just the falling apart of the concrete. We would treat that differently. So we would replace the panels.

LEGISLATOR BIRNBAUM: So you are just doing concrete on Merrick Road and I'm just trying to understand, that's the only road in the county that has to be fixed like that?

MR. ARNOLD: That's correct.

LEGISLATOR NICOLELLO: You can do Mineola Boulevard while you're at it. That's concrete also.

MR. ARNOLD: Yes.

CHAIRWOMAN GONSALVES: I would like to move on. Any other concerns or comments?

(No verbal response.)

Any public comment?

(No verbal response.)

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There being none, all those in favor of Item 14?

LEGISLATOR RHOADS: Ask for a roll call vote.

CHAIRWOMAN GONSALVES: Mr. Pulitzer, call the vote.

CLERK PULITZER: Thank you. Deputy Presiding Officer Richard Nicolello?

LEGISLATOR NICOLELLO: Yes.

CLERK PULITZER: Alternate Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Yes.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: No.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: No.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Yes.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: No.

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CLERK PULITZER: Legislator C. William Gaylor, III?

LEGISLATOR GAYLOR: Yes.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Yes.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: No.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: It sounds to me like this project should have been included in the bonding in October and I'm sorry the ball was dropped. This is unbelievable, so I vote no.

CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Yes.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Yes.

CLERK PULITZER: Legislator Dennis Dunne, Sr.?

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LEGISLATOR DUNNE: Yes.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: No.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Yes.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Yes.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: The minority has already grossly underfunded the number of projects that have to be included as part of the road resurfacing program. There was $41 million of bonding asked for in October of which only 26 was approved.

Adding this particular project to that, one, has questionable legal consequence key consequences, which is why it was called out separately as a bond item, that is what we are voting on today. I'm voting in the affirmative, I wish you would

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join me.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: No.

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Yes.

CLERK PULITZER: 12 to 7, madam.

CHAIRWOMAN GONSALVES: Thank you very much.

LEGISLATOR NICOLELLO: Motion to reconsider.

CHAIRWOMAN GONSALVES: Motion to reconsider by Legislator Nicolello.

LEGISLATOR MACKENZIE: Second.

CHAIRWOMAN GONSALVES: Seconded by Legislator MacKenzie. All those in favor of reconsidering Item 14 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Now a motion to table.

LEGISLATOR NICOLELLO: So moved.

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LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Rhoads. All those in favor of tabling Item 14 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We have two more. We're going to do the same procedure. Item 15, Ordinance 51, a bond ordinance providing for a capital expenditure to finance the capital project identified here within the County of Nassau and authorizing $1 million of bonds of the County of Nassau to finance such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR KENNEDY: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kennedy, seconded by Legislator Walker. Mr. Arnold, sorry we are belaboring

this.

MR. ARNOLD: Item 15 is a bond ordinance for $1 million to address issues on Main Street in East Rockaway. It has inconsistent curbs along the length of the road. It puddles, it floods, it causes a hazard to the traveling public.

In addition, with the lack of curbs, impacts the pedestrian access along the sidewalk. This project will look to introduce curbs along the length of the project and address the road as needed in addition to that.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Thank you, Presiding Officer. Was this project included in the bonding for October?

MR. ARNOLD: This would not be considered a road resurfacing project. This would be a curb type of project which is not considered a road resurfacing project.

MR. ARNOLD: But there are many

other DPW projects on the bonding as well, correct?

MR. ARNOLD: And none of which passed.

LEGISLATOR DERIGGI-WHITTON: For the bonding?

MR. ARNOLD: Correct.

LEGISLATOR DERIGGI-WHITTON: Well, with the $50 million?

MR. ARNOLD: The only other projects that passed were associated with TIP projects for New York State that were getting reimbursed.

LEGISLATOR DERIGGI-WHITTON: It's interesting. I just want to put on the record, there were negotiations, Legislator Rhoads mentioned, from 41 million to $26 million. I wasn't even aware of that that day. We didn't even know what was coming down at 10 o'clock that night.

You guys are lucky that you had the advantage of knowing what was being negotiated, but I don't understand how you didn't get your own projects in there. It's

really bizarre. If you had the morning and you had the information and still you let your constituents down by not getting your own projects in.

LEGISLATOR NICOLELLO: Are you taking a shot at Legislator Curran? Didn't Legislator Curran vote for the $26 million, taking a shot, that's not right.

LEGISLATOR MACKENZIE: She's a candidate for County Executive.

LEGISLATOR DERIGGI-WHITTON: How do you do this as far as not knowing that your own projects were involved?

MR. ARNOLD: Let me just state that the department looks at road conditions, does not have political boundaries on each side of what roads need to be resurfaced.

CHAIRWOMAN GONSALVES: Thank you very much, Mr. Arnold. And we are moving on.

If there are no other comments, all those in favor of Item 15, Ordinance 61 signify by saying aye.

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(Aye.)

Any opposed?

Legislator Curran.

LEGISLATOR CURRAN: Ken, am I mistaken in thinking that what we just approved for the ADA compliance was a survey, so since this includes ramps and pedestrian access and ADA compliance, et cetera, I'm wondering if maybe we should wait for that to happen before we do this. Would that make sense?

MR. ARNOLD: Legislator, what the department does, we have specific projects to address segments of roads.

If we cannot do something on a segment of road to bring a ramp up to ADA standards based by the federal government and the state, we put these ramps on what we call the transition plan.

We can continue the main part of the project and get it done which in this case would be curbs along East Rockaway and Main Street.

We go back with that other bond

ordinance at a later date when we get the proper utility permits, right of way maps and everything else that would have delayed the main project and then we would use our transition plan funding which was approved today to address those ramps at that time.

Otherwise none of my projects would ever move forward if I had to wait to do the ramps as part of the project. There are so many different issues of utility poles, right of way, that would delay me forever.

LEGISLATOR CURRAN: Thank you for explaining that.

CHAIRWOMAN GONSALVES: Legislator Kopel has one quick question.

LEGISLATOR KOPEL: I just want to ask, after today who still wants to run for reelection and I think we should have a roll call.

LEGISLATOR NICOLELLO: Roll call.

CHAIRWOMAN GONSALVES: Let's go. What is the question?

LEGISLATOR MACKENZIE: Mr.

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Arnold, it was just brought up Item Number 6, the handicapped ramp accessibility you were just asking questions about that in comparison to this item, that Item Number 6 and this Item Number 15 both go through the same procurement process; is that correct?

MR. ARNOLD: That is correct.

CHAIRWOMAN GONSALVES: Roll call requested by Legislator Nicolello. One more time.

CLERK PULITZER: Deputy Presiding Officer Richard Nicolello?

LEGISLATOR NICOLELLO: Yes.

CLERK PULITZER: Alternate Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Yes.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: No.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: No.

CLERK PULITZER: Legislator Denise Ford?

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LEGISLATOR FORD: Yes.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: No.

CLERK PULITZER: Legislator C. William Gaylor, III?

LEGISLATOR GAYLOR: Yes.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Yes.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: No.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: No.

CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Yes.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Yes.

CLERK PULITZER: Legislator Dennis Dunne, Sr.?

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LEGISLATOR DUNNE: Yes.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: No.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Yes.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Yes.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Yes.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: No.

CLERK PULITZER: Presiding Officer Norma Gonsalves?

CHAIRWOMAN GONSALVES: Yes.

CLERK PULITZER: Roll call 12 to 7, ma'am.

CHAIRWOMAN GONSALVES: Thank you very much.

LEGISLATOR NICOLELLO: I move to

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reconsider.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Motion to reconsider by Legislator Nicolello, seconded by Legislator Kopel. All those in favor of reconsidering signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Now a motion to table, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Gaylor. All those in favor of tabling Item 15 signify by saying aye.

(Aye.)

The item is tabled.

One more item to go. Item 16, Ordinance 62, a bond ordinance providing for a capital expenditure to finance the capital project identified herein within the County of Nassau and authorizing the $1,700,000 of bonds of the County of Nassau to finance

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such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Gaylor, seconded by Legislator Schaefer. Talk to us, Mr. Arnold.

MR. ARNOLD: Item 16 is associated with the capital improvement for Jerusalem Avenue. Jerusalem Avenue is a four lane road, two lanes in each direction, on street parking with both sides, sections of road in Bellmore have seen street scapes improvements over the years however there is still segments adjacent to businesses that have not seen these types of improvements. This project would address those areas.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold?

(No verbal response.)

Is there any public comment?

(No verbal response.)

Full Legislature/6-5-17

There being none, all those in favor of Item 16, Ordinance 62 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

(Nay.)

It's 12 to 6.

LEGISLATOR NICOLELLO: Motion to reconsider.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Dunne. All those in favor of reconsidering Item 16 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Motion to reconsider passes.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR KENNEDY: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Muscarella, seconded by Legislator Kennedy. All those in favor of

tabling Item 16 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Now, before I recess this meeting, Mr. Arnold, let me say something to you, I thank you on behalf of this body for being so patient, and certainly giving us all the information we needed today. I know that it was not an easy task today but you are up to the task to do what you did today.

I say thank you for being the individual that you are. I thank you. Laura Schaefer.

LEGISLATOR SCHAEFER: I just wanted to ask you, relative to my project that we are talking about Westbury Avenue, part of the reason we are trying to get that funding and get the study done is because our sidewalks are also ADA compliant right now.

MR. ARNOLD: That's correct.

LEGISLATOR SCHAEFER: I just wanted to clarify. Thank you.

Full Legislature/6-5-17

MR. ARNOLD: Legislator Dunne, a pleasure working with you. Good luck in your endeavors.

CHAIRWOMAN GONSALVES: I'm recessing.

LEGISLATOR ABRAHAMS: If I may, real quick, I know there has been a lot of back and forth today and I understand everybody has their own positions and I respect that, but I do want to wish my good friend Dennis Dunne since I've known since 2002 all the best in his future endeavors. He's been truly a pleasure and I've always thought you advocated for the people of Nassau County.

You have been the chair of Public Safety, and I thought you did an admirable job in that position and I just want to wish you the best publically. I didn't get a chance to do it earlier, but I wanted to wish you the best publically.

LEGISLATOR DUNNE: Thank you, Kevan.

CHAIRWOMAN GONSALVES: This

Full Legislature/6-5-17

meeting is now in recess.

(Whereupon, the Full Legislative Committee recessed at 6:42 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

HEALTH AND SOCIAL SERVICES COMMITTEE

ROSE MARIE WALKER,
Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
3:13 P.M

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

ROSE MARIE WALKER,
Chairwoman

C. WILLIAM GAYLOR III,
Vice Chairman

LAURA SCHAEFER

JAMES KENNEDY

DELIA DeRIGGI-WHITTON,
Ranking

SIELA A. BYNOE

ARNOLD DRUCKER

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

MARYELLEN LAURAIN.....6
BRIAN HALL.....11
PAUL BRODERICK.....13

Health Committee/6-5-17

CHAIRWOMAN WALKER: At this time I'll call the Health and Social Services Committee to order. I would ask the clerk to please take the roll.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CLERK PULITZER: Legislator Siela Bynoe?

(No verbal response.)

CLERK PULITZER: Ranking Member Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Here.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Vice Chairman C. William Gaylor III?

LEGISLATOR GAYLOR: Present.

CLERK PULITZER: Chairwoman Rose

Marie Walker?

CHAIRWOMAN WALKER: Here.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN WALKER: Thank you. There is six items on the regular agenda today. I would like to call the first four of the items together.

Clerk Item 213-17 is an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health.

Clerk Item 214-17 is an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health.

Clerk Item 231-17 is an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health.

Clerk Item 234-17 is an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Health. May I have a motion, please?

Health Committee/6-5-17

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Moved by Legislator Schaefer, seconded by Legislator Gaylor. We have MaryEllen Laurain.

MS. LAURAIN: Good afternoon. MaryEllen Laurain, Department of Health. Item 213-17 is a supplemental appropriation in the amount of $297,453. This is for the Adolescent Tobacco Use Prevention Act. This is funded through the New York State Department of Health.

The purpose of the grant is to conduct certification checks to tobacco retailers and make sure they are complying with the state law.

CHAIRWOMAN WALKER: Any questions for Ms. Laurain?

(No verbal response.)

Any public comment?

(No verbal response.)

MS. LAURAIN: Item 214-17 is a supplemental appropriation in the amount of $20,360. This is for our rabies program.

This is funded through the New York State Department of Health and it's to protect the residents of the county against rabies.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

And also to let the clerk know Legislator Bynoe is here. 231-17.

MS. LAURAIN: Item 231-17 is a supplemental appropriation in the amount of $654,813. This is for the Public Health Emergency Preparedness Grant. This is federal pass through money funded through New York State Department of Health and it is to provide local public health infrastructure in emergency response and preparedness.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Health Committee/6-5-17

234-17.

MS. LAURAIN: Item 234-17 is a supplemental appropriation in the amount of $31,649. This is for the Drinking Water Enhancement Program. This is also funded through New York State Department of Health and the mission is to protect and enhance the public water supply.

CHAIRWOMAN WALKER: Any questions? Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman. Hi, how are you?

MS. LAURAIN: Good. How are you?

LEGISLATOR BYNOE: Could you tell me specifically how we will be able to improve the drinking water using this grant?

MS. LAURAIN: Well, we've had this grant for a long time. This is mandatory, this program, and the county adheres to part five of the New York State Sanitary Code. What that means is we make sure all the 46 water districts are adhering to the code.

LEGISLATOR BYNOE: This is

through the random testing that you go out and --

MS. LAURAIN: The water districts are required to conduct testing. We also conduct what we call surveillance samples throughout all of the water districts. The state and the EPA set the standards.

LEGISLATOR BYNOE: This money will be used to go out and collect the samples and test them.

MS. LAURAIN: And also look at what the -- they are required to send their results to us so that we probably look at I don't know 3,000 samples a year.

LEGISLATOR BYNOE: Very good.

MS. LAURAIN: And that's all entered into a database and we look at that.

LEGISLATOR BYNOE: Thank you.

CHAIRWOMAN WALKER: Just to add to that, I know the water districts that happen to be in Legislator Schaefer and Legislator Kennedy and my district, we are in constant contact with our water districts because there's a tremendous amount of

testing that goes on there due to issues that we are dealing with constantly.

So I know they are not only testing, what they are doing, but certainly the Health Department too. So it's a constant back and forth with them which is good for us to know what they are doing on a steady basis.

Any public comment?

(No verbal response.)

All those in favor of Clerk Items 213, 214, 231 and 234-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Abstained?

(No verbal response.)

They will go on to Finance.

Just want to thank you. I know the summer season will be coming up so I know you are extra busy with our beaches and making sure those are all safe. So thanks ahead of time.

Health Committee/6-5-17

Next is Clerk Items 230-17 and Clerk Item 233-17; they are ordinances supplemental to the annual appropriation in connection with the Department of Human Services. May I have a motion, please?

LEGISLATOR KENNEDY: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN WALKER: Motion by Legislator Kennedy, seconded by Legislator Schaefer.

MR. HALL: Hi. Brian Hall, Human Services. The first one is a grant for $294,543. It's from the New York State Oasis Department for Chemical Dependency Programs and it's 100 percent funded.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

233-17.

MR. HALL: That's an appropriation for $350,000 from the New York State Office of Children and Family

Services. It's 100 percent funded. What this one does is it funds the local municipalities, three towns and the two cities programs.

CHAIRWOMAN WALKER: Any questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

Hearing none, all those in favor of 230-17 and 233-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstain?

(No verbal response.)

They will go on to Finance also.

We do have one addendum item. Can I have a motion to suspend the rules?

LEGISLATOR GAYLOR: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN WALKER: Motion by Legislator Gaylor, seconded by Legislator Schaefer. All in favor of suspending the

rules signify by saying aye.

(Aye.)

There is one item on the agenda, Clerk Item 243-17, which is an Ordinance supplemental to the annual appropriation ordinance in connection with the Department of Social Services.

Can I have a motion, please?

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRWOMAN WALKER: Motion by Legislator Schaefer, seconded by Legislator Gaylor.

MR. BRODERICK: Good afternoon. Paul Broderick, Deputy Commissioner, Department of Social Services.

The item before you is a supplemental appropriation for $275,000 from New York State Department of Education to the Department of Social Services for the summer lunch food program. Do you have any questions?

CHAIRWOMAN WALKER: Can I ask about how many lunches do you provide over

the summer.

MR. BRODERICK: Approximately 60,000 at 30 different sites, 30 scattered sites. It's a good program. Essentially it's an extension of our food program that's run during the course of the school year.

Over the past number of months, we've been working with Island Care and Long Island Harvest to try to identify some new opportunities. So this year we are just really solidifying where we are and the next year trying to enhance the program.

CHAIRWOMAN WALKER: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Chairwoman. Hi, Paul. So, are these meals going to camps, or --

MR. BRODERICK: Yes, exactly, going to community based organizations.

The way that the state government, the way they identify it, children in need it varies by zip codes. Then the organization, not for profit, they say, hey, we would like to open up the

program.

It's saying that the site is eligible and anyone that goes to that site is covered by that umbrella statement of eligibility. So the programs they can elect to be opened as a four day or five day program, and that's based on the provider's request.

LEGISLATOR BYNOE: There was an outreach that was undertaken by your department?

MR. BRODERICK: We have done that but it wasn't -- I think it could have been more successful and we work with Long Island Harvest and Island Care Food Pantries, we have been working with them to identify some new opportunities for next year because even in the interim working with our homeless, population, educating homeless population that we serve, how to purchase nutritious food items on a SNAP budget, how to prepare healthy meals on a SNAP budget.

It's really expanding our programs beyond this summer program. So we

hope to have a more vital program next year after working closely with them in the coming months.

LEGISLATOR BYNOE: Okay. Let me know if I can be of help with the outreach.

MR. BRODERICK: Absolutely. If there's opportunities, if anyone thinks of anything, by all means, we're always open to it.

LEGISLATOR BYNOE: Very good. I'll keep that in mind. Could you send me a little blurb about the program? I suspect maybe the whole body might want to receive it.

MR. BRODERICK: I will send it to the Presiding Officer and Kevan's office as well.

CHAIRWOMAN WALKER: The sites that the lunches are sent to, I'm just going to make up a number, say you have 250 young people at a particular site, and 200 are eligible, so 200 lunches are sent and the 50 that are not eligible don't get lunch?

MR. BRODERICK: Well, I wouldn't

say that because it's all based on the state requirements. So if they have to estimate up front, beginning of the year to say how many days they're open, that's pretty much a given.

Then they come up with a number and estimate how many kids are attending and then just do the math. How many days a week they're open, six weeks is the length of the program, we'll come up with an estimate.

If they say that a child is going away on vacation, they notice the first day they have an extra meal, they have a requirement on them to advise us as to the kid is not going to be around, we don't want to waste meals.

Some of the food is like fruit and stuff, so they can give it to other kids, so many different complicated rules associated with the program.

So as part of this program here, we have monitors that go out and assist them with making sure that they adhere to state regulations.

Health Committee/6-5-17

CHAIRWOMAN WALKER: But the state regulation only gives them the food for the students that are eligible?

MR. BRODERICK: No, no. Actually whoever is attending. So if a child signs up, they don't ask the family. If the site is designated as -- it doesn't transcend further from that. It's just saying that if the site is eligible, whatever child is attending is good to go.

CHAIRWOMAN WALKER: Okay. Even though during the school year that child might not get a lunch from them but in the summer they still could?

MR. BRODERICK: That's correct.

CHAIRWOMAN WALKER: Any other questions from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

All those in favor of Clerk Item 243-17 signify by saying aye.

(Aye.)

Any opposed?

Health Committee/6-5-17

(No verbal response.)

Any abstentions?

(No verbal response.)

That will move on to Finance.

Thank you very much, Mr. Broderick. Seeing no more business, a motion to adjourn, please.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR KENNEDY: Second.

CHAIRWOMAN WALKER: Motion by Legislator Schaefer, seconded by Legislator Kennedy. All in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The committee is adjourned and we move on to Finance.

(Whereupon, the Health and Social Services Committee adjourned at 3:26 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

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FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

LAURA SCHAEFER, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
2:59 P.M

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

LAURA SCHAEFER,
Chairwoman

DENNIS DUNNE
Vice Chairman

DENISE FORD

STEVEN RHOADS

ARNOLD DRUCKER,
Ranking

CARRIE SOLAGES

LAURA CURRAN

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

BOB MCMANUS.....5
THEODORE HOMMEL.....10

Planning & Development/6-5-17

CHAIRWOMAN SCHAEFER: At this time I will call the Planning, Development and Environment Committee to order. I'll ask the clerk to please call the roll.

CLERK PULITZER: Thank you. Legislator Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Ranking Member Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Vice Chairman Dennis Dunne?

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Chairwoman Laura Schaefer?

CHAIRWOMAN SCHAEFER: Here.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN SCHAEFER: Thank you. We have one item on the agenda for today. Clerk Item 138-17, a resolution making certain determinations pursuant to the State Environmental Quality Review Act and authorizing the County Executive on behalf of the County of Nassau to execute a lease agreement between the County of Nassau, as tenant and 114 Old County Road, TT, LLC, or OCR TT, LLC, as landlord of property owned by 114 OCR TT, LLC for use by the County of Nassau, Office of the District Attorney.

LEGISLATOR DUNNE: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN SCHAEFER: Motion by Legislator Dunne, seconded by Legislator Ford.

RM. MCMANUS: Good afternoon, Bob McManus, District Attorney's Office.

This item before you is a lease for the District Attorney's Office to rent

badly needed additional office space at 114 Old Country Road.

The lease is for five years with one five year renewal option. The monthly rent has been set at $9,942 a month and electrical costs of $1,231 per month.

These months will be paid out of asset forfeiture funds controlled by the District Attorney's Office.

The lease was negotiated by the County Attorney's real estate department in collaboration with our office. This additional space will greatly assist in addressing overcrowding in our offices in the courthouse complex.

CHAIRWOMAN SCHAEFER: Thank you. I just have a couple of questions for you. The space itself that you're leasing, do you have an idea how many it can accommodate? What are your needs that led you to acquire some new space?

MR. MCMANUS: Our current offices, we occupy parts of three buildings on Old Country Road 252, 262 and 272 Old

Country Road. We have a lot of issues relating to storage.

As you know we create a lot of files that have to be retained for long period of times.

There has been additions made to our staff over the last couple of years. This is for 4,545 square feet of office space and we project that there will be approximately 20 people moved to this location.

CHAIRWOMAN SCHAEFER: Do you have those 20 people working for you now?

MR. MCMANUS: Yes. This has nothing to do with hiring or any additional cost to the county.

CHAIRWOMAN SCHAEFER: Legislator Rhoads.

LEGISLATOR RHOADS: Yes, in terms of the space that's actually being acquired, I used to actually work in 114 Old County Road, strangely enough, the 4,500 square feet, is that an entire floor; is that a portion of a floor?

MR. MCMANUS: A portion of a floor.

LEGISLATOR RHOADS: I noted that you are using asset forfeiture funds to pay the rent on the space that you are proposing to acquire. Are there any restrictions on asset forfeiture funds as far as the ability to use to them pay operating expenses like that or is that -- or can you do that?

MR. MCMANUS: As long as it's related to law enforcement or criminal justice purposes and this has been approved by the state in terms of proper expenditure.

LEGISLATOR RHOADS: Was there any attempt to look at any other county owned facilities to see if there was any available space before going out to a private entity?

MR. MCMANUS: Not to my knowledge. The problem is, one of the main criteria was that this location be in close proximity to our existing locations. As you know, it's almost directly across the street.

LEGISLATOR RHOADS: I didn't know

if there was any available space in West Street.

MR. MCMANUS: We have taken space over in 240 Old Country Road in the last year, year and a half. There is no more space available in that location. That's also adjacent to our existing quarters at the courthouse complex.

LEGISLATOR DRUCKER: Madam Chair, I have one question.

CHAIRWOMAN SCHAEFER: Sure.

LEGISLATOR DRUCKER: Was the square footage and the price per square foot negotiated and was that considered a reasonable asking price or was that the price they asked and you're agreeing to pay it?

MR. MCMANUS: No. That was negotiated by the Office of the County Attorney's real estate department.

We defer to them in terms of the negotiations with the property owner.

LEGISLATOR DRUCKER: Do you know if that price per square foot is in line

with other space in that area?

MR. MCMANUS: That's our understanding.

CHAIRWOMAN SCHAEFER: They have gave us some comps I think of space in the area.

LEGISLATOR DRUCKER: There are comps.

MR. HOMMEL: Theodore Hommel, Deputy County Attorney. The office of Real Estate Services did obtain comparables. The rate per square foot is actually favorable for space on Old Country Road in Mineola.

CHAIRWOMAN SCHAEFER: Thank you. Do you have a time frame if this were to go through today and passes through Full Leg. Is there a time frame when you were looking to get in there or when you're supposed to according to the terms of the lease?

I didn't see any date on it. It's probably open, I imagine.

MR. HOMMEL: The landlord has about four weeks to complete the tenant improvements, so five weeks or six weeks.

MR. MCMANUS: As soon as those -- the landlord has completed what he's responsible for, we're ready to move in.

CHAIRWOMAN SCHAEFER: Any other questions from the legislators?

LEGISLATOR RHOADS: Just for the record, I know you gave us the comps, just for the record, what's market versus what we're paying?

MR. HOMMEL: Let me find the comps. This is $26.25 per square foot is what we're paying. If you look at the comps of recent deals, $29, 27 per square foot, 28 per square foot, 28 and 28, and I might add our annual escalator is only two and a half percent. If you look at the comps, most of those are higher than two and a half.

CHAIRWOMAN SCHAEFER: Any public discussion on this item?

(No verbal response.)

There being none, all those in favor of Item 137-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes.

Motion to adjourn.

LEGISLATOR DUNNE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Rhoads. All those in favor of adjourning, signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Planning is adjourned. Parks is next.

(Whereupon, the Planning, Development & the Environment Committee adjourned at 3:07 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

PUBLIC SAFETY COMMITTEE

DENNIS DUNNE, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
2:53 P.M

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

DENNIS DUNNE,
Chairman

DONALD MACKENZIE,
Vice Chairman

VINCENT MUSCARELLA

DENISE FORD

LAURA CURRAN,
Ranking

KEVAN ABRAHAMS

SIELA BYNOE

MICHAEL PULITZER
Clerk of the Legislature

LIST OF SPEAKERS

LIEUTENANT GREG STEPHANOFF.....5
DOUGLAS LANDSMAN.....7

Public Safety Committee/6-5-17

CHAIRMAN DUNNE: Will the members of the Public Safety Committee please take their seats. Will the clerk please call the roll?

CLERK PULITZER: Thank you. Public Safety. Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Ranking Member Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Vice Chairman Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Chairman Dennis Dunne?

Public Safety Committee/6-5-17

CHAIRMAN DUNNE: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN DUNNE: Thank you, Mr. Clerk. We have two items on today's calendar. The first item is 111-17, an ordinance supplemental to the annual appropriation ordinance in connection with the Police Department.

LEGISLATOR FORD: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Motion by Denise Ford, seconded by Vincent Muscarella. Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff, Nassau County Police Department.

Item 111-17 is an annual appropriation of $317,950. This is a police protective equipment program. This is a DCJS grant. There is no match. 100 percent grant funded. This is going to buy ballistic helmets and vests and also allow us to buy long rifles if we find the need.

These vests are going to be the vests kept in the cars and they're going to go over the vests that the police wear.

What this will allow us to do is the first cops at the scene will be able to take action rather than waiting for the tactical services like the Bureau of Special Operations. So it will allow us to go in immediately if the situation warrants it.

CHAIRMAN DUNNE: Any legislators have any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Passes on to Finance. Thank you.

The next item is 235-17, an ordinance supplemental to the annual appropriations ordinance in connection with the Probation Department.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR FORD: Second.

CHAIRMAN DUNNE: Motion by Donald MacKenzie, seconded by Denise Ford. Yes, Mr. Landsman.

MR. LANDSMAN: Douglas Landsman, Probation. This is an annual supplemental appropriation request for one year DCJS OBCA grant for pretrial services and defender based advocacy. These grants are both integral parts of the state mandated ATI group Alternatives to Incarceration.

The main objectives of these grants is to operate programs that divert offenders from costly local incarceration and to provide pretrial release when reporting to the courts.

CHAIRMAN DUNNE: Any legislators have any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Passes on to Finance.

Motion to adjourn.

LEGISLATOR FORD: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Motion by Donald Ford, seconded by Muscarella. All those favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Passes on and the Planning Committee is next.

(Whereupon, the Public Safety Committee adjourned at 2:56 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

PUBLIC WORKS AND PARKS COMMITTEE

VINCENT MUSCARELLA, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
3:09 P.M

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

VINCENT MUSCARELLA,
Chairman

STEVEN RHOADS,
Vice Chairman

DONALD MACKENZIE

C. WILLIAM GAYLOR III

ELLEN BIRNBAUM,
Ranking

LAURA CURRAN

ARNOLD DRUCKER

MICHAEL PULITZER
Clerk of the Legislature

LIST OF SPEAKERS

KENNETH ARNOLD.....5

Public Works and Parks Committee/6-5-17

CHAIRMAN MUSCARELLA: Public Works and Parks Committee is hereby called to order. I will call the roll. I am here as chairman. Vice Chairman Steve Rhoads?

LEGISLATOR RHOADS: Here.

CHAIRMAN MUSCARELLA: Donald MacKenzie?

LEGISLATOR MACKENZIE: Present.

CHAIRMAN MUSCARELLA: C. William Gaylor, III?

LEGISLATOR GAYLOR: Here.

CHAIRMAN MUSCARELLA: Ranking Member Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CHAIRMAN MUSCARELLA: Laura Curran?

LEGISLATOR CURRAN: Here.

CHAIRMAN MUSCARELLA: Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CHAIRMAN MUSCARELLA: We have a quorum. We have one item today. It's Item 232 of 2017, an ordinance supplemental to the annual appropriations ordinance in

Public Works and Parks Committee/6-5-17

connection with the Department of Public Works.

MR. ARNOLD: 232 is supplemental appropriation associated with the Grid study at Bay Park. This previously went through Full Leg sessions ago, but it had to be corrected with some typos in the resolution and working with the Comptroller's Office. This is the re-submittal of that supplemental.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN MUSCARELLA: That motion was made by Don MacKenzie, seconded by Steve Rhoads. Do we have any questions on this?

(No verbal response.)

Hearing nothing, all those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item carries unanimously. That concludes our business.

LEGISLATOR GAYLOR: So moved.

Public Works and Parks Committee/6-5-17

LEGISLATOR MACKENZIE: Second.

CHAIRMAN MUSCARELLA: Mr. Gaylor makes a motion to adjourn, seconded by Mr. MacKenzie. All those in favor.

(Aye.)

Any opposed?

(No verbal response.)

We are adjourned. Next up is Health.

(Whereupon, the Public Works and Parks Committee adjourned at 3:10 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
1:13 P.M

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

NORMA GONSALVES,
Chairwoman

RICHARD NICOLELLO,
Vice Chairman

HOWARD KOPEL

DENNIS DUNNE

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

MICHAEL C. PULITZER,
Clerk of the Legislature

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Rules Committee/6-5-17

CHAIRWOMAN GONSALVES: At this point in time I would like to ask Legislator Dunne to please lead us in the Pledge of Allegiance and then remain standing.

(The Pledge of Allegiance was recited.)

CHAIRWOMAN GONSALVES: I would ask Legislator Walker for a moment of silence.

LEGISLATOR WALKER: I would like to ask everyone for a moment in memory FDNY Firefighter Ray Pfeifer who was a dear dear friend of mine, a neighbor.

Ray was honored here in the Legislature not long ago and also given the keys to the county as well as the keys to the city of New York.

For those who weren't here at that time and might not have read the papers lately or heard, Ray was very very instrumental in getting the Zadroga bill passed to get medical coverage for those that were affected by working on the pile at 911.

So, please, let's keep him and his wife Karen and his son Terrence and daughter Taylor and all their friends and relatives in your thoughts and prayers. So a moment of silence, please.

(Whereupon, a moment of silence was observed.)

LEGISLATOR WALKER: Thank you.

CHAIRWOMAN WALKER: Please remain standing for a another moment of silence.

The weekend was a very disastrous time for those of our friends and neighbors across the ocean. Particularly, in London, Manchester, who were victimized by the terrorist group.

I ask you to keep all the victims in your prayers; their family, their friends, and, of course, all of the people who live in London and in Manchester and ask the Good Lord to grant them peace.

Now for a moment of silence.

(Whereupon, a moment of silence was observed.)

LEGISLATOR WALKER: Thank you.

CHAIRWOMAN GONSALVES: Today is the committees of the Legislature beginning with the Rules contracts. We will hear those contracts first. Then the Rules Committee will recess so the other committees have an opportunity to meet and discuss the items on their agendas.

So, Mr. Pulitzer, please call the members of the Rules Committee.

CLERK PULITZER: Thank you. Rules Committee. Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Alternate Deputy Providing Officer Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Dennis Dunne?

Rules Committee/6-5-17

LEGISLATOR DUNNE: Here.

CLERK PULITZER: Vice Chairman Richard Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK PULITZER: Chairwoman Norma Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN WALKER: Thank you very much, Mr. Pulitzer.

The first contract is A-17, a resolution authorizing the Director of Nassau County Office of Purchasing to request oversight of a contract between the County of Nassau acting on behalf of the Nassau County Police Academy and Atlantic Tactical, Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. We have the Lieutenant before

us.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff, Nassau County Police Department.

Item A-17 of 2017 is a blanket purchase order with Atlantic Tactical. We use this purchase order, blanket purchase order, to purchase service revolvers, service pistols for the patrol.

We buy the service revolvers and we also buy the parts to upgrade the guns or fix the guns.

The first year we had the blanket order it exceeded $100,000, so we are bringing it before you to renew it and also add funding. This blanket order is going to be used for the new recruit class to purchase their service weapons.

CHAIRWOMAN GONSALVES: Any questions of the Lieutenant? Legislator Solages.

LEGISLATOR SOLAGES: Thank you very much, Presiding Officer. Nice to see you again.

Rules Committee/6-5-17

This is a sole source contract?

LIEUTENANT STEPHANOFF: No. Originally we used this for a year. It's a three year blanket order. We are renewing it. It went out to bid when we first created it.

LEGISLATOR SOLAGES: I understand. Specifically what type of pistols?

LIEUTENANT STEPHANOFF: We use six hour, 30 caliber.

LEGISLATOR SOLAGES: I just want to say I went to the police academy this weekend and it's such a great institution and you are doing great work there. So, again, thank you.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in

favor of A-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

The next item is A-27, a Resolution authorizing the director of Nassau County Office of Purchasing to request oversight of a contract between the County of Nassau acting on behalf of various Nassau County agencies and Elm Transit Mix Corporation.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

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

MR. ARNOLD: Ken Arnold, Public Works. Item A-27 is a blanket order that supplies the department with the concrete for various projects and repairs throughout the county. This concrete contract is used in conjunction with our in-house labor when

we are doing repair work and rehabilitation work.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: When road surfacing is presented before the Legislature and passed for bonding, does that not include the concrete?

MR. ARNOLD: That would be part of whatever construction contract that work is done under. If county forces do resurfacing in house, we would be utilizing this contract. If we bid separate contract, whether it's Liza Poscillico or another contractor, they would provide their own supplier of concrete and/or asphalt.

LEGISLATOR DERIGGI-WHITTON: So do you know if there was anything bonded for back in October with the 50 million for concrete?

MR. ARNOLD: Back in October, $26.2 million was bonded. That was for various stages of work throughout the

county. None of which was directly tied to this contract.

LEGISLATOR DERIGGI-WHITTON: So we don't have enough left over from that to afford the concrete for this?

MR. ARNOLD: I think we are speaking to two different items here. This is for a concrete to be utilized with bond proceeds or operational proceeds depending on the type of work.

LEGISLATOR DERIGGI-WHITTON: So there's already a bond authorization for it. It's just to purchase the -- I'm just trying to understand. I haven't seen this before as far as having it pulled out separately. Usually we okay like a certain area or whatever.

So we already have the bond proceeds for this?

MR. ARNOLD: Yes, the bond proceeds exist. This is a vehicle to get the concrete. When our personnel do work in-house, they would utilize this contract for concrete.

Rules Committee/6-5-17

LEGISLATOR DERIGGI-WHITTON: So when DPW does their own -- is it for patchwork, or --

MR. ARNOLD: Could be for any type of work. We could be doing large patches, sidewalk replacement, doing curb work, concrete aprons, anything that the department personnel is doing when they need concrete, they utilize this blanket order for materials.

LEGISLATOR DERIGGI-WHITTON: Again, I just haven't heard of this since I've been here. Is there a way the county can purchase it directly through some kind of state bid or anything like that?

MR. ARNOLD: My understanding there's no state bid. This is how the county procures concrete.

LEGISLATOR DERIGGI-WHITTON: Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Ken, the specifics

in regard to the bid process, according to our backup there was only one bid received from Elm Transit Mix Corp.?

MR. ARNOLD: Yes, that's my understanding.

LEGISLATOR ABRAHAMS: It seems like the original RFP was issued in November 2015. The bids were open in December. Why is it taking so long to get to this point now where we are today?

MR. ARNOLD: I will let Mike Schlernoff answer the question.

MR. SCHLERNOFF: Michael Schlernoff, Director of Purchasing.

The contract has not reached the level at that point that required oversight.

When the contract came up for renewal, we noticed that it would need oversight that's why we're coming to the Legislature at this time.

LEGISLATOR ABRAHAMS: What were the reasons that you thought it did not require oversight?

MR. SCHLERNOFF: Well, the

agencies tell us what their needs will be and during that year, it's $100,000 or more, we are going to come to you when the bid is approved. We only come to you for those contracts of $100,000 or more.

LEGISLATOR ABRAHAMS: Mike, maybe I need Ken up here for this. This is asphalt or concrete?

MR. SCHLERNOFF: This is concrete.

LEGISLATOR ABRAHAMS: We use concrete to patch blacktop streets?

MR. SCHLERNOFF: No. We use concrete to patch concrete.

LEGISLATOR ABRAHAMS: So I guess the question Legislator DeRiggi-Whitton had, what is this exactly going to be used for, sidewalks?

MR. SCHLERNOFF: Could be used for sidewalks. Could be used for roads, aprons, anything where concrete is needed.

LEGISLATOR ABRAHAMS: And $100,000 is --

MR. SCHLERNOFF: We spend -- we

estimate we will be spending over $100,000 and that's why we're required to come before the Legislature.

LEGISLATOR ABRAHAMS: That part I would understand. I would just think we would spend much more than that.

MR. SCHLERNOFF: I have no idea what the actual spend will be. Could be a million dollars for that matter. We don't know until the jobs come up and they write their DPOs.

LEGISLATOR ABRAHAMS: I have two questions, do we have any balance of concrete that's left over from last year? And that might be a better question for Mr. Arnold.

And then the next question is, how much did we spend on this type of patchwork concrete last year?

MR. ARNOLD: The department has issued work orders for various items. We will put in what Mike calls a DPO to purchasing and they will approve it with the delivery order.

All our ongoing work either has money encumbered to do, or in continuing the work there's -- we're waiting for this contract to be approved and move forward with our additional work for this upcoming spring and summer work season.

As to what we spent to date, this contract started 12-31-2015 and the department spent about $517,000.

LEGISLATOR ABRAHAMS: I'm guessing there is nothing left in the budgetary line? What was the budgetary line for this expense last year 2016?

MR. ARNOLD: The budgetary line is the project that supports the work. If we are working in Wantagh Park, for example, the Wantagh Park capital project, any concrete that's needed it comes out of a capital project.

LEGISLATOR ABRAHAMS: There's no budget concrete line?

MR. ARNOLD: Right.

LEGISLATOR ABRAHAMS: I got you.

CHAIRWOMAN GONSALVES: Any other

comments or questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of A-27 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The next item is E-37, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Attorney's Office and Orrick, Herrington & Sutcliffe, L.L.P.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Who is here to speak on this item?

MS. DELLE: Deputy County Attorney Jaclyn Delle from the County

Attorney's office. This is a new contract for bond counsel services. The term of the contract will begin on the date the contract is executed by the county and it will last for five years.

We selected Orrick Herrington Sutcliffe, L.L.P. as the highest ranking proposer after an RFP was issued last June of 2016.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Were there multiple firms put in proposals?

MS. DELLE: Yes, we had ten firms that responded that were found to be responsible bidders. We interviewed four of those firms and we selected Orrick.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in

favor of E-37 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

E-94, is a personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Parks, Recreation and Museums and Brian Rosenberg New York Inc.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

MS. KRIEB: Eileen Krieb, Department of Parks. This is in response to an RFP that we issued last year for this year's season. We've extended the term and adjusted the entertainment as well as the amount of funding. This is all funded Hotel Motel for July 30-31st at Lakeside Theater.

CHAIRWOMAN GONSALVES: Any

questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-94 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

The next item is E-130, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Public Works and Gannett Fleming Engineers PC.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

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

Who do we have here to speak on this one? Mr. Arnold.

MR. ARNOLD: E-130 is a contract

amendment for Gannett Fleming Engineering. They provide construction engineering support for the project for the influent screening at Bay Park. It's a time extension and $99,000 additional service to cover a time lapse due to a delay.

CHAIRWOMAN GONSALVES: Comments or questions from the legislators? Who's going to ask? Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Ken, just to refresh our memory. This contract is being extended through 2017, correct?

MR. ARNOLD: Contract is being extended for one additional year. We anticipate the contract is work being done by July 17 and then it's close out and some retainage items on what the contract -- Gannett Fleming available to us, if we have to ask them some questions, but the bulk of the work will be done by July of '17.

LEGISLATOR ABRAHAMS: And then in paragraph four, the contract term, according to, the contract says, extended by letter

dated September 26, 2016. The letter is on the last page of the backup. I'm just trying to make sure I understand. When exactly did they start the work?

MR. ARNOLD: Work was started, let me look it up, they were issued a notice to proceed, Gannett Fleming, January 6, 2014.

LEGISLATOR ABRAHAMS: And the cost of the contract is, if I'm understanding the backup correctly, is $50,000 more than the engineer's estimate?

MR. ARNOLD: We are adding an additional $99,000 into the Gannett Fleming contract.

LEGISLATOR ABRAHAMS: But if I'm reading this correctly, it's a little crazy, there was an interdepartmental memo dated on the 29th that indicated that the contractor was lowering their cost from 1.491 to 1.351 and then increased by $99,000 to 1.450 which brought it higher by $50,000 of their original engineer estimate of 1.4, if you follow all that.

MR. ARNOLD: Okay.

LEGISLATOR ABRAHAMS: But it seems like it was higher then it was lower. Now it's higher than the original estimate. More than the explanation of all the changes, this is an explanation more about the variances and swings from to 1.491 to 1.351 to 1.564.

So what changed throughout the -- I guess what we were asking or what we were expecting or clarification during the process that had the swings?

MR. ARNOLD: The bottom line is that Gannett Fleming is on-site overseeing all the construction work. Construction work is taking a longer duration which means that people are on-site for a longer duration than was initially anticipated.

LEGISLATOR ABRAHAMS: Why is that? Why are we taking a little bit longer?

MR. ARNOLD: There were some delays in the contractor's work. We are looking at those delays to find out the

responsibility of those delays; whether it was coordination with other work going on or issues with delivering materials. We are looking into that right now.

Once that's determined if there are any penalties to the main contractor, it will be looked at and will be applied.

LEGISLATOR ABRAHAMS: Can you elaborate on the delays from the contractor's end?

MR. ARNOLD: I don't have the specifics. I would have to go back to my staff and get that.

LEGISLATOR DUNNE: If I can interject.

LEGISLATOR ABRAHAMS: I'm done. We would just need to know the delays basically.

CHAIRWOMAN GONSALVES: Now, Legislator Dunne.

LEGISLATOR DUNNE: Isn't it true that the first phase of the sewage treatment is bar screens and depending on how many storms you have, the bar screens takes out

the wood, the rags? Anything that flows through that nine foot pipe that goes into the facility, so that screening differs with the seasons and you can't really put a direct price on it for any specific time because it's always changing.

MR. ARNOLD: You are correct what the screens do, but a delay would not have been caused by that unless there was a storm that further damaged something which I don't believe that was the case. I believe which is the case and I can go confirm is that there are other valves as part of the project that needed to be replaced and probably a lead time to get those valves that was not anticipated in the work. But I have to go back and I have to get you the details on what the delays were.

But that would be looked at with the contractor and if the contractor is responsible for those delays we would hold damages as per our contract with them and look for some reimbursement.

CHAIRWOMAN GONSALVES: Minority

Leader.

LEGISLATOR ABRAHAMS: I'm going to make a motion to table only because we think we need to get more information.

MR. ARNOLD: Please understand, there are two distinct things going on here. Gannett Fleming is managing the contractor. He's due a certain amount of costs to continue on the work until we get to completion.

At the end of the job we review the contractors, which is the person building the work and his interface with our CN to find what delays are associated with it and then we look for costs.

So I would ask not to delay approving Gannett Fleming because he is working currently right now. We are looking to get this job done as soon as possible. We would not want to incur any further delays by not having him available to us.

LEGISLATOR ABRAHAMS: I'm being advised by counsel, Ken, is part of Gannett Fleming's responsibility to supervise the

contractor to ensure that there aren't any delays, is that part of his role?

MR. ARNOLD: That's correct.

LEGISLATOR ABRAHAMS: Well, then, how can we go forward if there's been delays without truly evaluating Gannett Fleming? My motion stands, Madam Presiding Officer.

LEGISLATOR DERIGGI-WHITTON: I will second it.

CHAIRWOMAN GONSALVES: Motion to table by Minority Leader, seconded by Legislator DeRiggi-Whitton.

All those in favor of tabling item E-130 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item is not tabled.

Any other questions or comments?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-130 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The next item is E-132, a resolution authorizing the County of Nassau acting on behalf of the Office of Management and Budget to proceed with KPMG, L.L.P. on tasks two, three and four as set forth in the county contract number CQBU-16000005.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Naughton is here together with two other individuals. Would you introduce them to us?

MR. NAUGHTON: With me is Steve Conklin, the county's debt manager; and Ian Tester, representative from KPMG.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, I think in our correspondence, we have been very clear, no

disrespect to Mr. Naughton or his team, which I know has spent a lot of time in evaluating these contracts; however, embarking on this contract at this particular phase, from our standpoint, would be a waste of taxpayer dollars.

It is very clear that this implementation of the plan would take well beyond this administration's time and unless something has changed in the last few months, we are going to have a new County Executive come January 2018.

It does not make any sense for this body to consider proposals at a future time the next County Executive may totally throw them in the trash.

Also, this is a plan I have not seen to date, which I know we're probably going through the evaluation process to determine. I have not seen once what we would be -- what the cap rate expense would be for ratepayers.

I understand that the county will control rates, but, at the same time, I

understand also the county is also in control of subsidizing a bus system. If the bus system requires more money, guess what? They have to either cut routes or we are responsible for finding them more subsidy.

At the end of the day if we do not have a strong handle of what that cap may be, it may be all well and good that this legislative body will control rates, but if the body that is in charge of the sewers is saying they need X amount of dollars, guess what? They are going to use X amount of dollars or something has to be cut.

No investor on this earth is going to invest the amount of money that we're talking about $750 million without a proper return. They're not doing this for goodwill. They are doing this to make money. Money on the backs of a system that is supported by ratepayers.

So it doesn't make any sense for me or our Legislative body to pursue this unless there is a commitment from the next

County Executive to see this go forward.

I strongly suggest that we table this matter. No disrespect to Mr. Naughton. But it does not make any sense for this Legislative body to proceed until we have a greater understanding from the next administration on whether or not this is even doable, so motion to table.

LEGISLATOR DERIGGI-WHITTON: I'll second it.

CHAIRWOMAN GONSALVES: Motion to table by Minority Leader, seconded by Legislator DeRiggi-Whitton. All those in favor of tabling the item at this time signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

I think at this point in time what we will do, with no disrespect to you, we're going to have Mr. Naughton give us an overview because there are a number of questions that we have to ask as well before we even take a motion to table.

Mr. Naughton, it's your turn.

MR. NAUGHTON: Thank you. And just in response to the Minority Leader, I think I read in Newsday, Adam Boston put it quite well, think that it's best that whoever is the County Executive come January has the information that they need to make an intelligent decision and that's why we are presenting this contract to you today.

CHAIRWOMAN GONSALVES: Bring the mike a little closer.

MR. NAUGHTON: Is that better? Great. The reason why it is critical to come up with some type of a solution, if you take a look at this first slide, and we're trying to get copies printed for you because I know sometimes it's difficult to see it on the screen, but, as you can see, the yellow indicates the amount of fund balance the county has been drawing down each year from the system.

If you all remember correctly, NIFA, in 2009, stated that they thought the fund was going to run out of money come

2013.

This administration, by entering into an operating agreement with Suez, by doing some debt restructuring and other smart management, we have been able to extend the life of the fund up until we expect to need some type of increase revenue in 2018.

As it stands right now we would have about $16.8 million of fund balance to draw down from, but we would still need 13.6 million in revenue to have the fund balance for 2018.

Obviously the number one source of revenue in that fund is property taxes, we would be looking at roughly, if it is coming from property taxes at 11.8 percent increase.

Going into 2019, since there would no longer be any fund balance available, now you're looking at a 17.5 percent increase in 2019. That's just the basic reality of the system as we stand today.

So we feel that you are at a crucial point where you really need to make a decision what do you want to do in the future.

That doesn't mean with the passing of this contract that you are entering into any type of concessionaire deal. We are not asking for that right now.

We are asking for the opportunity for KPMG to complete task two through four which is essentially to do market sounding, issue an RFQ, see what the interest is out there, see what type of deal could possibly be structured. That is all we are asking for today.

We think that this process would take roughly about six months to complete. So, come the end of the year, you have a report that says here's what the market is willing to do for you. You have a better understanding of the risks that they're willing to take, what type of return on investment they would be willing to take and working together you would decide whether or

not you want to issue an RFP or not.

If you decide at that point not to, then at least you did it based off of having some good information.

Next slide. So KPMG has looked at so far is taking a look at the status quo scenario. They have estimated that just looking at what is needed from a capital basis, use the engineering report from Arcadis, and looking at what the operating costs are with Suez, a status quo scenario suggests that sewer rates would have to increase by roughly $628 million over the next 40 years.

Under the concessionaire's scenario, we're talking 481 to $511 million.

So, based off of that, we as an administration thinks that it would be in the county's best interest to continue with the study, get more information and then come back to you in six months with those results.

As I stated, we have a representative here who can answer some

questions after the presentation.

LEGISLATOR ABRAHAMS: Not to cut you off. What was your number? Do you agree with that analysis in regard to those numbers?

MR. NAUGHTON: Yes, we do.

So they have come up with some different scenarios which is what was asked of them in this process. They think that it's possible you can get a cap back sufficiency, meaning savings of capital investment, of roughly -- anywhere from six to 15 percent on the different assumptions.

The concessionaire would look for a return of their equity investment of somewhere in the 11 and a half percent to 15 and a half percent range.

And, also, it's possible to get still some savings on the county's operations.

Now someone may say, wow, that's a big return on their investment. Yes. We agree it is, but, to us, this is a win-win scenario. We get a system that will be debt

free, operated efficiently, properly, that will be meet all environmental standards and be good for our residents and, yes, the investor will get a return on their money. That's a simple win-win scenario.

So, in summary, the county would be difease of roughly $572 million of sewer debt. That's where we anticipate the debt to be worth come the end of 2018.

So obviously we have a system that can keep operating so we are going to keep issuing bonds until we do move forward or we don't move forward.

The sewer increases number for 2019 would be anywhere from 131 to $139 million. The model assumes that to get that type of -- that the concessionaire would require some type of revenue increase of roughly 3.4 percent a year compared to a status cost scenario of 3.95.

The reason why you have that half percent difference in savings is essentially from the efficiencies that can be generated.

Some other considerations. So,

based on the preliminary analysis, we think that the sewer rate increases will be less under concession agreement versus status quo.

The county, under scenario four, we believe would see some type of up front payment which could potentially seem to cover sewer debt. That upfront payment would be used to retire possible other county debt, it could be used to pay tax certs or any other thing that the county decides as a whole would benefit the residents of this county on a long term basis.

It would be foolish to use this as one shot revenue and, clearly, I don't think this body would want to do that and definitely we know NIFA would not approve anything of that nature.

The other thing I think that has to be clear that everyone understands is that under the concessionaire agreement, this Legislative body would set the rates for the sewer system.

You would be approving a contract with a concessionaire that would call for some type of revenue increase each year. So that revenue increase can be done from probably tax increases, it could be done from adding new customers to the system or you may generate savings in other parts of the county to pay the concessionaire. It does not necessarily have to equate to a rate increase.

I'm not going to sit here and tell you over 40 years rates won't go up, they will. But we strongly believe, that, under the concessionaire's agreement, the rates will go up less than under our current way of operating.

So, some of the other benefits. So, public acceptance. The county needs to effectively communicate the concession, value proposition. We have to educate the public on this if we decide to move forward. That's going to take time.

The county may need to renegotiate certain provisions in the

existing OEM contract.

What we envision right now is that the current contract, which is in the third year, would be assigned to whoever is selected as a concessionaire, and the reason we think that makes sense is because I think most people are happy with the performance of Suez, so we would want to keep them as the operator, but, the concessionaire should have the opportunity to negotiate more favorable terms.

In conclusion, we think that based off the preliminary analysis, the county should move forward with tasks two through four.

We think it's clear that it will benefit our ratepayers and the overall citizens of Nassau County and, in addition, you are going to eliminate capital operation and financial risk.

The key to this is actually going to be whatever concession of contract is created. In that contract, that's where you are going to determine the revenue

increases. That's where you're going to determine the condition that the system will be handed back to the county, and also whatever improvements we feel are necessary to keep the system functioning properly for our residents.

We don't want to be in a situation where there's something unforeseen and have to come back for more revenue. There has to be that proper balance of a risk transfer.

So, what are we asking KPMG to do? We are asking them to do a pre-request for qualifications and a due diligence, prepare an RFQ, evaluate that, come back to us, tell us how many potential bidders there could be, what we think could possibly generate for the county based upon a certain set of assumptions that we would have to agree to with the Legislature and with NIFA and how we will ultimately use whatever excess resources can be generated.

With that, I'm here to take any questions.

Rules Committee/6-5-17

CHAIRWOMAN GONSALVES: I have Legislator Kopel, he would like to ask a few questions.

LEGISLATOR KOPEL: Thank you, Madam Presiding Officer. Good afternoon, Eric and Ian, right?

MR. NAUGHTON: Yes.

LEGISLATOR KOPEL: I've got a number of questions with regard to this analysis.

While I would love to see a scenario where it's going to end up saving money, there is some things that puzzle me.

First of all, not in any particular order, I see that the projection is for the trend lines that you show, run fairly even between the county case and the concessionaire cases.

Indeed, for a while, the county case runs even lower in terms of cost. Then it explodes in about 30 years' time. Why?

MR. NAUGHTON: Ian, I'm going to turn it over to you.

LEGISLATOR KOPEL: In other

words, all of a sudden, the county costs have a sharp upward trend in the concessionaire case, while I understand why that would remain flat, in terms of cost to us, right? But that's not the cost to them?

MR. TESTER: The explosion that you are referring to is the additional revenue that will be needed to leave the system in a non debt environment, so no debt is revised, so you would have to assume --

LEGISLATOR KOPEL: So, basically the amortization of the debt would be left for the final years?

MR. TESTER: In the last 20 years, yes, sir. There is debt that's amortized through but to increase that to a level that provides a like for like investment, both in the status quo, the county currently doing it, or the concessionaire, it would require that additional revenue to support that investment.

LEGISLATOR KOPEL: And that's the entire difference. But the capital

expenditures would be constant -- I wouldn't say constant throughout but it would be the same in either case of course --

MR. TESTER: No, sir. I think there's a slight difference there. The service would be the same but the amount that was invested --

LEGISLATOR KOPEL: No. I'm talking about the amounts required to be invested to maintain the system in good shape. Either case, logically would be the same. You are going to require a system that is operating well and you're going to require certain equipment, and basically this is just capital equipment.

For the most part, we are not talking about labor and that kind of thing.

MR. TESTER: Sir, let me reflect on that. We are suggesting that there are different contracting models that allow you to put in fixed price date certain contracts that would allow you to generate those efficiencies. So if you reflect on that last motion where you were talking about

change orders, that would largely be that risk of capital investment would be transferred, and the output that you receive would ultimately be the same.

So the contracting mechanism would be on maybe a design build basis where those elements were transferred to that concessionaire.

LEGISLATOR KOPEL: But what you are simply suggesting, I think, is that you need good management, proper management, to make sure that you don't have the volume of change orders, that's where the risk comes from, right?

MR. TESTER: Correct.

LEGISLATOR KOPEL: Is there any reason, without being cynical, that the county can successfully manage that process equally well?

MR. TESTER: If consensus were aligned, that could, entirely possible.

LEGISLATOR KOPEL: That's not a real good mike.

CHAIRWOMAN GONSALVES: I think

you need to bring it closer to you too.

LEGISLATOR KOPEL: That's not a real good mike.

MR. TESTER: Do you want to restate the question? Did you hear my answer?

LEGISLATOR KOPEL: The question was, without any degree of cynicism, is there any reason to believe that the county can't equally manage the process of procuring new equipment such as to arrive at a similar price for the equipment?

MR. TESTER: I think the answer is potentially yes, but you have to look at it year on year over a 40 year period.

My professional view is, there are other jurisdictions who have had challenges in that regard.

LEGISLATOR KOPEL: Could this not be -- we are using Suez now, as Mr. Naughton said, we're generally satisfied with them. Could we not simply, whether it's Suez or whoever succeeds them, contract this process out as well relying on their private sector

presumed greater efficiency?

MR. TESTER: That is effectively what we are talking about here.

LEGISLATOR KOPEL: Well, what I mean is, without undergoing this process we could simply contract out the management, not even the management but the procurement process, to Suez as well.

In other words, we have a public private partnership here, I'll move along because I understand your response there, but it kind of overlaps with some other things.

Typical public private partnership we see is most efficient I think when you've got the operations and maintenance portions of things given over the private sector, you get certain efficiencies, operational efficiencies, you might have lower labor costs, certain things.

But the efficiency in the capital market portion of that when you go in the capital market portion of that, when you're

going into the capital market, you're relying on a capital efficiency, in most of these cases, significant capital efficiency of what is it ten to 15 percent?

MR. TESTER: Six to 15.

LEGISLATOR KOPEL: And the county's got a vastly lower cost of borrowing; private industry has a far higher cost of borrowing, not to mention the equity component which is going to require 11.7 percent to 15 percent return as well, which means that you are starting out of a deep hole, wouldn't that be true?

MR. TESTER: I wouldn't characterize it as a deep hole. I would say three things I want to correct.

I think there's a slight confusion around the word capital, you're used to the word capital here. The six to 15 percent represents efficiency savings on the capital construction or maintenance; i.e., the holes that are dug and filled with concrete, that piece of capital, the construction element. That's one thing to

say.

Your question around the cost of finance. I won't dispute that there may be a slight disadvantage. Equity will generally represent in this transaction only a small fraction somewhere in the order of ten to 15 percent of the overall capital, sources of capital, debt being the remainder. What that leaves you with overall is a slightly more --

LEGISLATOR KOPEL: I'm sorry, what?

MR. TESTER: Overall a slightly more expensive cost of capital, but that overall weighted cost of capital is offset by the efficiencies that are driven through the capital maintenance program and potentially through the --

LEGISLATOR KOPEL: The capital maintenance. Okay. What would the degree of capital efficiency that you need to overcome?

MR. NAUGHTON: I'm sorry, Legislator Kopel?

LEGISLATOR KOPEL: What would be the blended cost of capital in the concessionaire case versus the typical municipal scenario where you are borrowing all of it on a tax advantage basis? Well, they're both tax advantage when you're borrowing.

But when you are borrowing on a tax exempt basis, what would be the amount of capital cost -- cost of capital that you would have to overcome?

MR. NAUGHTON: Before we answer that question, I want to go back to the question of the difference between the concessionaire's capital cost and the government cost, because there's some legal reasons why the concessionaire will have it cheaper and an advantage.

MR. DENION: Yes, thank you. Conal Denion, County Attorney's Office.

What Eric is speaking about is that we believe in speaking with our outside counsel, is that a private concessionaire would be able to take advantages of private

sector contracting procurement, much freer rules that would apply to them that don't apply to governments and we believe those efficiencies will be able to drive down that cost of capital considerably.

LEGISLATOR KOPEL: No, no, no. That's not so. Forgive me, but you're essentially disagreeing with Ian.

MR. NAUGHTON: I don't think so.

LEGISLATOR KOPEL: I'm talking about the cost, not of the construction, I'm talking about the cost of the capital, strictly financial, the same dollar of capital that you've got, one of the inputs in there, that's the same dollar that's going to cost X or it will cost Y depending on which model you're using, whether it's the public model or private model.

Everything else equal, the public model is going to be cheaper.

MR. DENION: Financing costs I think Eric is going to address, but on the contracting side of procurement --

LEGISLATOR KOPEL: I wasn't up to

that.

MR. DENION: We do want to stress that point as well.

LEGISLATOR KOPEL: Well, again, I have a question on the construction thing as well.

MR. NAUGHTON: No, our point is that it's not the same dollar cost. The dollar cost -- their project costs will be cheaper. The financing costs, yes, will be more, but since their actual capital cost will be less that is how you are achieving the savings. That is what Conal is referring, mostly funded design build, and just looking at the other that you require, and --

LEGISLATOR KOPEL: Why do you not achieve the same cost savings if you were to simply give that piece over to Suez or its successor? Give them some sort of incentive agreement. They're operating the plant, let them design, build and everything, and we will simply --

MR. DENION: Well, Suez is an

operating contract, so they are operating on behalf of the county and all the rules apply. They're just operating. They are not in charge of capital right now. The county still retains the capital requirement.

LEGISLATOR KOPEL: What I'm simply suggesting is --

MR. DENION: But that's what this is.

LEGISLATOR KOPEL: No. Could we not modify or give them an additional piece of work where they would be responsible for the design build, but not get involved in the finance piece of it?

MR. DENION: I think you need to do what we're doing a process to turn over the concession to a private concessionaire which is exactly what this process is, and that private concessionaire would be running its business under the contract and according to the rules put in under the contract but it would no longer be procuring on behalf of the government but would

instead be running just like a private utilities in the county that provide water services, would be a private utility under the contract with the county. Under its own rules would be much more efficient than the county could.

LEGISLATOR KOPEL: So I hear what you're saying, I just have to understand it better. Let me understand something else. You're forecasting costs and you're going out 40 years. What degree of confidence do you have in the reliability of your forecast?

MR. NAUGHTON: I will answer that and also let Ian answer that. Clearly, once you get passed year five, you are using a best guess. Also, the problem is without doing the other market sounding, you don't have all the information you need to make this information more accurate.

But, based off the information you have right now, this is the best model that you can come up with.

I think when we look at this, if

we are allowed to do more market sounding and go through the RFQ process, this model will get refined at that point and we will have better numbers.

MR. TESTER: So I agree with what Eric just said. The process of market sounding will help refine these assumptions. I think these assumptions are based on what we see elsewhere in the market currently.

LEGISLATOR KOPEL: I'm not even talking about those assumptions. I'm talking about the cost of -- even in the county retained case. You've got a forecast out 40 years. What degree of confidence do you have in those numbers?

MR. NAUGHTON: Well, just to give you an example, one of the problems we had, when you just look at the capital side, the Arcadis reports, they just refreshed my memory what the range was.

MR. TESTER: We took a mid point. For each year, on average, throughout this process, we took an average of the high and low range they provide, which came out to

about 50 to $60 million a year of investment that would be needed, so in some years that would be up to $100 million. That mid point reflects the averaging of that cost. So it's somewhere between.

LEGISLATOR KOPEL: I think we can probably safely say no one knows what's happening in 20 or in 30 years. Things change.

MR. DENION: Right. No. We would agree with that, but just to put what Ian in total, so if you're talking about 50, 60 million over 40 years, you're talking about over $2 billion and that's just keeping those dollar constant, obviously they grow with inflation, so well over $2 billion for a total capital investment over this period.

LEGISLATOR KOPEL: Right. Now moving on to the question of the debt repayment; why bother? Why repay debt when we can finance debt at such a low rate, why repay it at all?

Obviously you want to amortize

debt over the life of each asset, but, A, first of all, why bother to repay it?

And, second of all, you showing at the end I think of the county retained case, what is it, two point something billion dollars in debt?

MR. DENION: As to the first question, we don't have much choice because the federal tax exempt bond will require us on a change of use like this with the private activity to remedy the bond and maybe easiest remedy is to repay them.

LEGISLATOR KOPEL: No. I don't mean -- obviously, in a system like this you're always amortizing hopefully over the life of the equipment, and, as you are replacing the equipment, you are borrowing again for the life of new equipment. That's a constant thing, and that's happening in the county case right now, it always happens that way, right? It should happen that way if it works right.

Now, all of a sudden, you mentioned earlier that the trend line for

the county case slopes sharply upward primarily because of the debt repayment I think you said.

MR. DENION: The reason we did that because with the concessionaire cases after 40 years they would return the system to us debt free and it would be an agreed upon condition based on what was stated in the contract so we didn't want to compare getting a system back --

LEGISLATOR KOPEL: I understand. But if you didn't do that, if you didn't do that but merely kept staying the course, as it were, the trend line probably would stay the same, right, in terms of cost?

MR. DENION: That is correct. We did look at that scenario with the county continuing to do what it did but then you're not comparing apples to apples so to speak because if we kept issuing debt --

LEGISLATOR KOPEL: Maybe oranges are better. I mean, why explode the rates back then?

MR. DENION: Because you couldn't

compare the two scenarios on the status quo. It was 2.1 billion of debt outstanding just for the sewer system with the status quo if we didn't have --

LEGISLATOR KOPEL: I don't understand the $2.1 billion. Where does that come from?

MR. NAUGHTON: Essentially, Legislator Kopel, if we were to do -- if we were to do as you suggested that we just keep issuing county bonds, don't take pay it off, at the end of 40 years where your rates may be lower, you would owe, you have about $2 billion worth of bonds outstanding.

LEGISLATOR KOPEL: How? What I'm saying is the 500 some odd million that you've got out there now, those are being amortized, right?

MR. NAUGHTON: Yes.

LEGISLATOR KOPEL: Of course they are. As you need new equipment, you are issuing new bonds and those are being amortized as you go.

MR. NAUGHTON: Right. I

understand where you're headed. The problem though is, we are adding more debt faster than we are paying off the old debt.

LEGISLATOR KOPEL: Which means we are not using the right kind of amortization period. I don't mean legally but factually.

MR. NAUGHTON: No. The problem is that the demand your system requires takes more than you can actually pay off at any given time.

So, as you keep adding $50 million a year, you're not getting rid of $50 million worth of debt each year.

LEGISLATOR KOPEL: I guess that's my question. I would love to see those numbers.

In other words, I would like to see how you get there. I would also like very much to see continuation of steady as she goes so to speak and continuing the current process without showing the amortization, what would that trend line look like?

MR. NAUGHTON: We can easily

provide that to you.

LEGISLATOR KOPEL: I'm almost done here. In the concessionaire case, who bears the risk of new regulation? The feds or the state promulgate a whole new set of regulations requiring a vastly more expensive system.

MR. NAUGHTON: I'm not going to speak for Conal, I will let him answer this, it all depends on the details in the contract.

LEGISLATOR KOPEL: I'm asking about your forecast.

MR. TESTER: I think there is a difference between what the general industry regulation changes versus federal imposed legislation, a concessionaire would have no control over.

I think the answer to your question is, if the feds came in and said if we wanted everything gold plated, for example -- I think that frankly it's a risk that you and/or the feds would take, and I use it as an obtuse example that hopefully

illustrates the point.

LEGISLATOR KOPEL: So, basically, I'm sure other people have questions, I will let them get to it, but, again, for myself, I would love to see something happen that's going to make a lot of sense for the county and I would love to see some further responses to a lot of these questions. I would love to see the public accept it if that's the case, if that indeed is the outcome. Thank you, Madam Presiding Officer, I'm done for the moment.

CHAIRWOMAN GONSALVES: Any other comments? Minority Leader.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Just a couple of questions.

Eric, in your presentation on page four, concessionaire case four column, it talks about the $572 million amount to be defeased debt, and then it has X. Do you have any projections on what X is?

MR. NAUGHTON: We have a projection on what X is. We don't think

it's in the best interest of the county to discuss that publically. We would be willing to talk about that in executive session on what X could be.

LEGISLATOR ABRAHAMS: I understand, if that's what it is.

My next question is, I want to make sure this is clarified. It was said earlier the best practice for the county is for the private entity to handle the procurement process for savings purposes. Am I generalizing that correctly?

MR. NAUGHTON: We didn't use the word best, but we did say that would be cheaper.

LEGISLATOR ABRAHAMS: It would be cheaper to have the newer entity come in to provide and handle the procurement process?

MR. NAUGHTON: That's correct.

LEGISLATOR ABRAHAMS: I'm just curious, Madam Presiding Officer, if you indulge me, I do see Mr. Cleary here. Do you mind if Mr. Cleary -- he's sitting over

to our right. He's in plain sight. But I would just like to --

CHAIRWOMAN GONSALVES: There is a question on the floor which needs your response.

LEGISLATOR ABRAHAMS: Do you mind, Mr. Cleary?

CHAIRWOMAN GONSALVES: I hope we are not catching you off guard and, if not, say so. Ask the question. What was the question?

LEGISLATOR ABRAHAMS: It was, basically, do you agree with the position that Mr. Naughton as well as our consultants have made in regard to the procurement process being handled -- it would be cheaper to handle the procurement process through this newer entity than through the standard governmental municipal procurement process and why?

MR. CLEARY: Robert Cleary, director of procurement compliance.

I haven't been involved in the discussions in this regard. I don't feel

qualified to answer the question, frankly.

I think I have to stop at that point. I don't have any insight into it.

LEGISLATOR ABRAHAMS: Let me ask you this: In general, is it cheaper to not have -- because we always had the understanding that government gets in many cases some of the best pricing. At least as has been testified to us many times when considering contracts.

That being said, it seemed a little unusual that a private entity would be able to leverage different types of resources to be able to get better pricing than a municipality?

In general, do you think that could be a standard to have private entities that would be able to secure better pricing or do this stuff cheaper than the county?

MR. CLEARY: Speaking very generally and not being able to claim any insight into this particular matter, because I don't know this market and this particular contract or these negotiations, there are

circumstances in which marketplaces are so unique and so specific that you do want to leverage expertise to take advantages of the opportunities in those markets where you don't have the expertise yourself.

So if I wanted to build a space shuttle tomorrow, I wouldn't put a solicitation on the street. I would hire someone to help me with that.

There is an awful lot that I don't know about that marketplace and I wouldn't put together a good solicitation and I wouldn't negotiate an effective contract. So I don't know if that's what we're talking about here.

LEGISLATOR ABRAHAMS: I guess what we're talking about is the actual procurement process that will take place -- the contract is already in place. KPMG is here. They are helping us put together, if we chose to go forward, potential RFQ, RFP to go forward.

So I guess the expertise that you're talking about and use your analogy in

regards to building a space shuttle, that expertise is sitting here already.

What I'm asking is the process going forward, the actual construction contracts.

MR. ARNOLD: Ken Arnold, Public Works. In regard to the actual construction contracts, just the cost of payment would be cheaper on a private entity as compared to the county.

Our payment timing is much extended over what a private entity would do. A private entity pays within days. We pay within weeks. The cost of doing business is much cheaper.

LEGISLATOR ABRAHAMS: So let me ask you, Ken, should DPW be privatized?

MR. ARNOLD: There are parts of the country that do privatize a lot of DPW functions.

LEGISLATOR ABRAHAMS: I mean, if we're saying that we don't pay on time and the fact that it seems -- why do we have a department?

MR. ARNOLD: Payment on time, it's oversight, all the rules and regulations that go along with all these contracts. County payment goes through Comptroller, goes through budget, goes through many entities.

LEGISLATOR ABRAHAMS: I get that, but it seems --

MR. ARNOLD: A private entity is directly to the contractor.

LEGISLATOR ABRAHAMS: If we are paying that much more, it just seems to be that -- I don't understand this. Because every time I hear us get up in regards to a contract, it always sounds like we are -- maybe we are getting the best pricing available to us?

MR. ARNOLD: Also, don't -- you have to be careful comparing a purchasing item and a construction contract.

LEGISLATOR ABRAHAMS: I got you, but even on the construction contracts, I was always under the impression it would be cheaper for us to pave a parking lot per

square foot than it would be to have a homeowner use the same contract to pave the driveway, which, it sounds like today you're telling me, on a square foot basis, that would not be the case, that the guy paving his driveway is going to get the better cost than this county.

MR. ARNOLD: The person paving his driveway is not paying for all the regulations that go along with paving the driveway.

LEGISLATOR ABRAHAMS: Okay. I got you. I'm just saying, if somebody is coming they're going to pour some blacktop on my driveway, versus someone who is going to pour the same amount of blacktop on a stretch of road on Franklin. I'm going to get a better cost because I'm a private entity in comparison to a government entity. That, to me, sounds astonishing. It's the opposite of everything I have heard.

MR. ARNOLD: The difference with the risk is, the public entity will definitely pay, but will be delayed payment.

The private entity in some cases may not pay. That's the risk that that contractor will be taking.

LEGISLATOR ABRAHAMS: But this private entity, as big as this contract will be, this private entity, we are talking about a DPW department, a capital plan that's hundreds of millions of dollars, billions, over the course of maybe a dozen, five, six years. It just seems astonishing that we are not leveraging all of that to get the best pricing possible.

MR. ARNOLD: Each construction contract is with a different contractor and is specific to the project.

Now, if we were running a requirements contract, where we're doing a road resurfacing requirements contract, then you're leveraging a price of concrete for amount of work.

But when you are going out doing a specific project where you're putting in influent screens or grid -- where it's specific to the work, it's a one time bid,

there is no leveraging other than the known entity of --

LEGISLATOR ABRAHAMS: I see your point.

CHAIRWOMAN GONSALVES: I believe Legislator DeRiggi-Whitton, and I have another question from Legislator Kopel and then we'll move on.

LEGISLATOR DERIGGI-WHITTON: I know you have to think back to the last time something was privatized with the county, and one of the problems I have with Violia and NICE Bus is there is a continuation, I don't want to say of a threat, coming back to us every year saying we're going to cut routes unless the county subsidizes it more.

And during this time their profit has increased I think it's close to 100 percent from the first year they took over the bus. The number varies, but it is astronomical as far as percentage-wise.

Is there anything in place to control the profit that whoever takes over this company is entitled to?

MR. NAUGHTON: That's not something that you would put into the contract, however, what you would put into the contract are performance standards, state clearly what level performance must be done by the concessionaire so that they can't change the level of service on you. That's the major difference. We didn't put into the bus contract and say you must have these routes.

LEGISLATOR DERIGGI-WHITTON: Oh, yes, we did. But they were not supposed to be cutting any routes or services for a number of years and they did right away almost.

The problem is, the legislators are going to have to increase taxes because of a rate that we're not going to control over partially because this company who's put into place to make money is going to be able to take whatever profit they wish prior to any debt.

We see it, it's the same company most likely, Violia, and they're doing it

with the bus system. They are taking whatever profit they want regardless of how they're performing.

If their profit was based on their performance, it would be zero, and it has increased 100 percent. Maybe more than 100 percent. It may be more than 100 percent.

So I got the answer, there is nothing in place to regulate that. I do understand that.

MR. NAUGHTON: Well, I'm sorry, but there is no contract before you to put something in place so you can't say there's nothing in place, you don't have an agreement before you to have something in place.

LEGISLATOR DERIGGI-WHITTON: Right. But what you answered before was that now you were going to regulate -- you basically told me that we wouldn't be able to regulate. Are you changing your answer?

MR. NAUGHTON: I'm saying that we wouldn't tell them what their profit should

be or minimize what that profit would be.

However, what we would do is put in cost saving incentives so that we can mutually come up with some way to save money where we could share in that savings, that we would do.

LEGISLATOR DERIGGI-WHITTON: So it's just like what the bus has basically, it's the same exact situation? There's really nothing in place to regulate?

MR. NAUGHTON: No. It's not. The bus is not investing in the system. The bus is your operator. So these are two different types of scenarios.

LEGISLATOR DERIGGI-WHITTON: But, again, it's really about the profit in my mind. And we are going to be the ones who are going to be responsible.

See, when the county runs it we would have a say, a say in the cost and maybe, who knows, maybe the private sector could save more than the county and maybe the county can save more money than the private sector. Like Howard said, I think

there are a lot of questions that are not answered.

However, I do think that the county is -- I'm not in favor of this situation because it's not regulated. The bus is like a little design of this and what this is it's like the bus on steroids.

What's unfortunate is the taxpayers are going to be held to what the agreement we're into with this private company. We're going to have nothing to do as far as controlling the cost of their rates especially if the company decides to skyrocket their profit as they did with the NICE Bus.

MR. NAUGHTON: I just need to correct the record on that. The contract itself is going to set the revenue that they get. They cannot go back to the ratepayers and demand more money from them. That's not what's going to be the case here.

LEGISLATOR DERIGGI-WHITTON: It's going to be the same thing as the bus. It's going to be -- they're going to demand all

these amendments. How long was it? A couple of months they have come back to us. They've come back so many times.

Eric, I wish you were right. But it's not what happened in the microcosm of the bus. This is basically the same thing all over again. I feel terrible because every homeowner in Nassau County is going to be tied to this company, not even an American company that is going to be able to put whatever profits they want to in place and, as legislators, our hands are going to be completely tied.

CHAIRWOMAN GONSALVES: One more question from Legislator Kopel.

LEGISLATOR KOPEL: Yes. What I forgot to ask you before is your use of the CPI, whether it's plus one and a quarter or plus 5.5 percent down the road.

The CPI doesn't seem like a logical index for this kind of thing. We are talking about strictly capital expenditures here. CPI is heavy on food, shelter and that kind of thing. There's

really not much of a relationship it would seem to me. So where does that come from?

MR. NAUGHTON: I will let Ian explain the use of CPI.

MR. TESTER: CPI plus a margin effectively.

LEGISLATOR KOPEL: Yes.

MR. TESTER: So, there are two things to say. You're right. We are trying to in some ways trying to match the revenues that you would receive at the county. And looking historically of what CPI has done historically of where your rates have increased and try to match that trend line.

So, you're right, going forward it was an assumption, and it could certainly change if you decided to look at something else going forward.

LEGISLATOR KOPEL: I think that all of us up here are in agreement that we want to make sure that we have an analysis that leads to a solution and not a solution that leads to an analysis if you will.

So, come back with some answers.

I would suggest that you might want to get the transcript to get all the questions, and I will make a motion to table at this time so you'll have time to do that.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: A motion to table by Legislator Kopel, seconded by Legislator Nicolello.

All those in favor of tabling this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled unanimously. Thank you very much. Mr. Naughton, I have my own questions but I will ask you after the meeting.

Next is E-136, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Comptroller and Albrecht, Viggiano, Zurek & Company, P.C.

Motion, please.

LEGISLATOR DUNNE: So moved.

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LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Who is here to speak on this item?

Hold on. I'm going to call the next one as well E-137, a personal services agreement between the County of Nassau acting on behalf of the Office of the Nassau County Comptroller and RSM US, LLP.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Now you can talk to both.

MR. BLANCO: Hi. Sergio Blanco from the County Comptroller's Officer here to talk about these two items.

CHAIRWOMAN GONSALVES: Educate us.

MR. BLANCO: These two contracts, one is RSM, who is our county's outside auditor. The other is with AVZ who is an

accounting company who helps us prepare the CAFR. These two amendments are for out-of-scope work that came about during the 2015 CAFR year that its services performed in 2016.

After a thorough negotiation, we have entered into these amendments to pay these vendors for the out of scope work that was required to complete last year's CAFR.

CHAIRWOMAN GONSALVES: Any questions of Sergio? Legislator Solages, ask your question.

LEGISLATOR SOLAGES: Thank you. Good afternoon. As stated I guess in amendment one, the scope of services is being amended to include issuing an additional revised draft of the financial statements to include a restatement of the capital fund. Why is it necessary to have a restatement?

MR. BLANCO: I'm going to call up our director of accounting, Lisa Tsikouras, if she can come and explain that.

LEGISLATOR SOLAGES: The

comprehensive annual financial report, is that due again?

MS. TSIKOURAS: It's due June 30th of every year. The CAFR, the restatement basically means that the opening fund balance for a particular fund would have to be restated. There were significant construction invoices paid after the close, after the fiscal close, so on a GAAP basis you have to record those expenditures in the current year that they're incurred.

Since there was a large swing normally, it's about the same so there was no effect. But there was a large swing and in '16, and in '15 to '14, and the auditors required that we go back and restate the opening fund balance.

We're not issuing a new CAFR, we're just restating the opening fund balance for a particular fund. In this case it was the consolidated capital funds.

LEGISLATOR SOLAGES: Understood. How long will it take to issue a revised draft of the financial statement and perform

a reconciliation of the general fund?

MS. TSIKOURAS: It depends. The problem is, we have -- our systems do not are really not meet our needs at this point, our financial system. The CAFR is prepared primarily if Xcel and what happens is it becomes more and more time consuming every year. That's why the county has gone to utilizing AVZ.

The hospital's financial statements were very late last year.

LEGISLATOR SOLAGES: Why?

MS. TSIKOURAS: Good question. I would like an answer myself. Every year we seem to have trouble getting the hospital's financial statements.

LEGISLATOR SOLAGES: How late was it?

MS. TSIKOURAS: Seven weeks. And, as a result, the Comptroller made the decision to have ABZ provide us with an additional CAFR so that the orders, we could keep moving to try to get the CAFR out. As it were, the CAFR was released like two

weeks past the deadline, which was a significant endeavor on our part to make sure we got it out as quickly as we could even though we received the financial statements from the hospital on June 22nd I believe it was.

LEGISLATOR SOLAGES: Nothing further. Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Two quick things, we know it's in the backup and in the contract on paragraph two it mentions if an unexpected circumstance occurred with the County Executive's indictment after the CAFR audit but before the DOT audit was issued, mitigation procedures were required in order for the contractor to be able to issue the DOT report.

It goes on to say that the contractor had to do work with this national office of risk management to evaluate the indictment and available news information, additional required procedures in order to

issue the DOT report.

I guess from the Comptroller's Office perspective, can you elaborate how the county executive's indictment impacted the affected CAFR audit and the procedures that had to be conducted in order to issue the DOT report?

MS. TSIKOURAS: Under accounting standards, auditing standards, there are standards that every auditor has to follow. Once there is any kind of a -- there's something that looks untoward, they are required to expand their testing.

We issue two single audit reports a year for the county; one is consolidated single audit report that goes to the federal government for all the federal awards. We also issue one to the New York State DOT. We are required to do so.

The auditors had issued the single audit and the CAFR and subsequent to that there was the issue with the County Executive. So they were required to increase their testing and because of the

allegations they have to go to their national office.

Their national office has to come in and they basically look at the county from a risk perspective and determine whether or not they want to maintain the county as a client. They have to go through their own procedures. It's a requirement. That's what that entails. It's really outside the scope of the normal outside audit.

LEGISLATOR ABRAHAMS: That cost us, that report cost us 5,101?

MS. TSIKOURAS: Yes. Because, again, it has to go to national office. Now you're having senior partners within the organization reviewing and making determinations of risk.

LEGISLATOR ABRAHAMS: Can you describe the nature of the additional testing?

MS. TSIKOURAS: We're not really privy to what their risk analysis is, but basically it's looking at the county and

determining -- we are high risk to begin with, so whether or not there was enough risk to tell them that they would have to pull out of the engagement.

Some of the testing could be like procurement testing which they are doing right now. They are doing additional testing in '16 also as a result of what happened. So we will have additional costs this year as well.

LEGISLATOR ABRAHAMS: So I guess, if I'm gathering, we don't know the result of the --

MS. TSIKOURAS: Not the specifics, no. But it is a requirement. Every accounting firm, Arthur Anderson is a perfect example of what happens to accounting firms that don't do risk analysis.

LEGISLATOR ABRAHAMS: Do they tell you what is involved, talk to county employees, do they tell you anything on the testing criteria?

MS. TSIKOURAS: No. It's

basically an internal factor on their end to determine whether or not to continue with the county as a client.

LEGISLATOR ABRAHAMS: Okay. The next question, and you will be the best person to answer, in Section 2B it indicates two of the county's federally -- I'm quoting from the contract -- federally funded grant programs require qualified opinions from the contractor due to the unanticipated matters which occurred during the performance of the auditing procedures above the normal scope of audit because of the lateness in obtaining responses to questions and the support of selections and because of the significance of the findings, and the required, the contract qualified opinions on two programs -- it continues on.

I just wanted to ask more specifically, the unanticipated matters that require the auditor to qualify his opinions and what they were in the nature of their qualifications.

MS. TSIKOURAS: When the auditors

are performing testing of any nature, if they can't get satisfaction that they feel the information that's provided is reasonable, then they will qualify an opinion.

In this case, I don't remember off the top of my head which two programs, I can find out, but --

LEGISLATOR ABRAHAMS: But what would we need know in order --

MS. TSIKOURAS: For example, one of the requirements for the single audit report, one of the federal requirements, and the requirements for testing are set by the federal government, not by the auditor. They have to follow a program for testing any program where the county receives any federal award money.

I believe in this case there was a requirement for sub-recipient monitoring. So, in other words, if the county provides funds to a nonprofit agency or some other agency, it's fulfilling that program, the county is required by the federal government

to have some recipient monitoring to monitor that sub-recipient to ensure they are following all the requirements.

I believe that in this case the program had no support to show that the department was monitoring the sub-recipients.

So the auditors can't make a determination that all the federal requirements were being followed, thus, it has to be a qualified opinion on that particular program.

LEGISLATOR ABRAHAMS: This sounds to be very significant. Do you know if the federally funded grant program is FEMA related?

MS. TSIKOURAS: I'm not sure. Off the top of my head, I don't know.

These items are, typically, they are discussed in detail in the single audit report which is distributed to every single legislator. Once we issue it to the federal government, we send an email with the attachment with the single audit report.

And there are details in the back, every finding, what the testing was and what kind of funding it was and the county's response to each of those?

LEGISLATOR ABRAHAMS: Can you find out today the two county's federally funded grant programs were?

MS. TSIKOURAS: Yes.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, I respectfully request that we just table until we find out what those two programs were.

CHAIRWOMAN GONSALVES: Would you be able to get that before the end of the day?

MS. TSIKOURAS: I'm actually going to email my staff right now to tell me what they were.

CHAIRWOMAN GONSALVES: Hold on to your motion to table. Do you have the response?

MS. TSIKOURAS: No.

CHAIRWOMAN GONSALVES: We will table it until you get a response. We have

few more items.

LEGISLATOR SOLAGES: I second the motion.

LEGISLATOR ABRAHAMS: Just a quick question before we table. Which in regards to these two federally funded grant programs, which year CAFR are we talking about?

MR. BLANCO: 2015.

LEGISLATOR ABRAHAMS: That's the only one we're talking about?

MR. BLANCO: Correct. Essentially last year's CAFR.

MS. TSIKOURAS: Just to clarify, we don't reissue a CAFR, we restate an opening fund balance, that's typical.

LEGISLATOR ABRAHAMS: Motion to table this matter.

CHAIRWOMAN GONSALVES: All those in favor of tabling 136 and 137 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items are tabled and hopefully you will get back to us before the end of the session.

The next three items, I'm going to begin with U-27, a personal services agreement between the county of Nassau County acting on behalf of the Traffic and Parking Violations Agency and Edward A. Maron.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Who is here to speak on this item? This is U-27, Mr. Becker.

LEGISLATOR BECKER: Madam chair, this is an appointment for another hearing officer for TPVA, Edward Maron.

CHAIRWOMAN GONSALVES: Okay. Anybody have any questions of Mr. Becker?

(No verbal response.)

Is there any public comment?

(No verbal response.)

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There being none, all those in favor of U-27 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

The next two items I'm going to call them together. U-30 and U-31, personal services agreements between the County of Nassau acting on behalf of the Nassau County Department of Parks, Recreation and Museums and Christopher Yerlig;

And U-31, a personal services agreement between the County of Nassau and the Department of Parks, Recreation, and Museums, and Dr. K's Motown Revue.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Dunne. Ms. Krieb.

MS. KRIEB: Eileen Krieb, Department of Parks.

U-30 is for Chris Yerlig who is the mime, provides entertainment out of Bethpage for $7,000 funded through Hotel Motel and is for the season beginning the summer through the end the year;

U-31 is Dr. K's contract for Lakeside theater for August 4th and it's for $2,800 also funded through Hotel Motel.

CHAIRWOMAN GONSALVES: Any questions? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I know recently we have been approached by some people who contribute to the Hotel Motel tax and they have been questioning like how much we are spending on actually attracting tourism.

Is there a way to provide us with a list of how much, first of all, you've taken in the last maybe three years and what each project that we've spent Hotel Motel?

MS. KRIEB: Yes, each year we prepare the Parks Department with a summary report which both majority and minority group should have received by now.

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LEGISLATOR DERIGGI-WHITTON: Can you send that to us for the last three year, send to the legislators directly, because I haven't seen it?

MS. KRIEB: Sure. They are due in February and I send it to the state, senate and local. Questions?

LEGISLATOR DERIGGI-WHITTON: I don't think that any of us received that.

MS. KRIEB: It shows the amount received and how it has been allocated.

LEGISLATOR DERIGGI-WHITTON: That would be helpful. Not that we're criticizing, it's just to know because we are being questioned on how the money is actually follows what it's supposed to do which is promote tourism I would like to have.

MS. KRIEB: Three years?

LEGISLATOR DERIGGI-WHITTON: Yes.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in

favor of U-30 and U-31 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items pass unanimously.

Now, Sergio, did you get a response back?

MR. BLANCO: Yes.

CHAIRWOMAN GONSALVES: So motion to untable 136 and 137.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor of untabling 136 and 137 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Give us the info.

MS. KRIEB: The two programs are within the housing department, it's the emergency solutions grant and the Home

Investment Partnership Program. I have asked my staff to send over the scanning, single audit pages that deal with it and the letter that talks about qualification.

So as soon as I get that I will forward that too. But those are the two programs, both within the housing department.

CHAIRWOMAN GONSALVES: Any comments?

LEGISLATOR ABRAHAMS: Not to make this more difficult but I think we would have to read those pages to determine how to proceed. Up to you. I make a motion to table.

LEGISLATOR DERIGGI-WHITTON: I will second it.

CHAIRWOMAN GONSALVES: All those in favor of tabling E-136 and E-137 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Now, for the two items that are

before us; E-136 and E-137, all those in favor of E-136 and E-137 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The items pass four to three. Thank you very much and rules is now in recess.

MR. BLANCO: Thank you.

(Whereupon, the Rules Committee recessed at 2:49 p.m. and reconvened at 4:15 p.m.)

CHAIRWOMAN GONSALVES: We are back in session for the Rules Committee.

First of all, I would like to motion to suspend the rules. We have an addendum.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. All those in favor of suspending

the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended.

As is customary, there are several items that will be on the consent agenda and I'm going to read those items into the record, and make sure that these are items that were voted on in the committees.

Again, I'm going to begin with the items on the agenda.

(Whereupon, please refer to the minutes of the Public Safety, Planning, Public Works, Health, and Finance Committees dated 6-5-17 pertaining to Clerk Items 238, 239, 243, 88, 111, 138, 177, 209, 210, 212, 213, 214, 221, 224, 226, 230, 231, 232, 233, 234, 235.)

I'm going to begin with the items on the addendum; Items 238, 239, 243, all part of the consent calendar. 88, 111, 138, 177, 209, 210, 212, 213, 214, 221, 224, 226,

230, 231, 232, 233, 234, 235, and I believe that's it.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Any comments or questions regarding the items just called?

(No verbal response.)

Is there any public comment?

(No verbal response.)

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

(Aye.)

Any opposed?

(No verbal response.)

The items pass unanimously.

Let's go to those non-consent; I'm going to begin with Item 217, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act providing disability

benefits for sheriffs, deputy sheriffs, under sheriffs, and correction officers.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel. Who is here to speak on this item?

MR. PODLESAK: I am. The purpose of the bill is to provide accidental disability benefits for sheriffs, deputy sheriffs, and under sheriffs, and correction officers should any of those titles listed become physically or mentally incapacitated for the performance of their duties they will be eligible for the benefits.

The bill provides safeguards to assure only those that meet certain thresholds receive the benefits.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Just to clarify, correct me if I'm wrong, this relates to injuries sustained as a result of

a civilian as opposed to when an inmate causes an injury which is already covered, so it's simply closing a loophole and there's very little budgetary impact to the county?

MR. PODLESAK: That's correct, sir.

CHAIRWOMAN GONSALVES: Any other questions or comments regarding this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 217 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously. Thank you very much.

The next item is 218, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act providing disability benefits for ambulance, medical technician

supervisors, ambulance medical technician coordinators, and ambulance medical technicians.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Are you going to speak to this one, Mr. Podlesak?

MR. PODLESAK: Yes, I am. It also closes the gap as far as these other individual titles. Everything I said would, in fact, for the sheriff's bill would also be for the AMTs. The approximate cost would be $300,000 per year.

CHAIRWOMAN GONSALVES: Any questions for Mr. Podlesak?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 218 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

The next item is 219, an ordinance to amend Ordinance 543-1995 as amended to authorize additional pay for certain assistant District Attorneys.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

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

MR. MCMANUS: Thank you. Bob McManus, District Attorney's Office.

The County Legislature approved Ordinance 50-2016 in June of 2016. This item increased the levels of compensation only for those Assistant District Attorneys who work nights and weekends at the early case assessment bureau which operates on a 24/7 basis 365 days a year.

That ordinance provided pay increases for those individuals for the

first time in several years.

Unfortunately, the ordinance as written by our office inadvertently admitted certain time frames and as a result created inequities in compensation for ADAs working certain weekend shifts. This item before you addresses those gaps and is basically a correction of the aforementioned ordinance approved last year.

CHAIRWOMAN GONSALVES: Any questions of Mr. McManus?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 219 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Unanimous.

The next item is 220, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act providing accidental

disability benefits for chief fire marshals, assistant chief fire marshals, division supervising fire marshals, supervising fire marshals, fire marshals, and the fire marshal trainees.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Podlesak.

MR. PODLESAK: This is the third of the Home Rule messages in the series also designed to close the gap as far as these employees are concerned as far as their benefits are concerned.

CHAIRWOMAN GONSALVES: Any questions of Mr. Podlesak?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 220 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously. Thank you very much.

The next item is 222, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose Hotel and Motel taxes.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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

MR. PODLESAK: As I said before in the Finance Committee, this is part of the two year cycle necessary in order that the Hotel Motel tax continues. In addition to that it also has other items involved with it including the entertainment surcharge.

CHAIRWOMAN GONSALVES: Any

questions or comments for Mr. Podlesak? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: We just wanted to make sure that everything that was discussed in Finance is incorporated on to the record.

(Whereupon, please refer to the minutes of the Finance Committee dated 6-5-17 pertaining to Clerk Item 222 at pages 30-34.)

LEGISLATOR DERIGGI-WHITTON: Can you just explain one more time, if we put in a request stating that in order for this to pass the fees have to be separated, you feel it's not even worth trying that?

MR. PODLESAK: I don't understand your question.

LEGISLATOR DERIGGI-WHITTON: Basically we would like to have the fees and the bills separated. Have you ever gone back to Albany and requested such a thing? You said it's typical it's done this way, I understand that, I think all of us on this side feel it would be necessary to get our

support to do it.

MR. PODLESAK: I understand where you're coming from, but it's been this way since the prior administration at least.

As I said before in Finance, I think the hour is kind of late to change it now. Perhaps in the next two year cycle.

LEGISLATOR DERIGGI-WHITTON: Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of 222 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The next item is 223, a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $2,500,000 of bonds of the County of Nassau to finance such

expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

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

MR. ARNOLD: Ken Arnold, Department of Public Works. Item 223 as discussed in Finance is a bond ordinance associated with park improvements for the Inwood Park. Any questions?

CHAIRWOMAN GONSALVES: Any questions? Any comment, Legislator Solages.

LEGISLATOR SOLAGES: Just for the record, I sent several correspondence to the County Executive regarding conditions of that park. That's just for the record. That's all.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

Rules Committee/6-5-17

There being none, all those in favor of 223 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes five to two.

The next item is 225, a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $2,500,000 of bonds of the County of Nassau to finance such expenditure pursuant to the Local Finance Law of New York and the County Governmental Law of Nassau County.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello. Mr. Arnold.

MR. ARNOLD: Ken Arnold, Department of Public Works.

225 I discussed in the Finance

Committee is for various park improvements throughout the county park infrastructure.

These park improvements will be focus on the condition of the court facilities, whether they're basketball, paddle board, or tennis. In addition, the playgrounds, both the equipment and the safety surfaces associated with them are in need of being addressed.

CHAIRWOMAN GONSALVES: Any comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 225 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes five to two.

The next item is 227, a resolution authorizing the County Executive to execute an intermunicipal agreement with the Town of Hempstead in relation to

providing monitoring of the Piping Plovers at Nickerson Beach.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

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

MS. KRIEB: Eileen Krieb, Department of Parks. This contract is very late, it started in 2015. It is a municipal agreement with the town of Hempstead to supervise and monitor the activity of the Piping Plover's habitat at Nickerson Beach.

The contract started in early 2015 where we started exchanging drafts but there were changing in staffing at the Department of Conservation followed by the reorganization of the town so the agreement in the town was not reviewed by their attorney or actually assigned to their counsel until 2016.

From then we started with the back and forth process of discussing the

draft of the contract and then there was great holdup when we tried to impose our new documentation on the town.

After that was clarified, it finally went before their town council March 28th of this year. Now it's before you.

So we have used their services for 2015 through present because of their expertise, knowledge, and location. They are the best to help us in monitoring this activity and it is required by law that we have to monitor the habitat of these of these precious birds.

CHAIRWOMAN GONSALVES: Any comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of 227 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

It's unanimous. That item passed

unanimously. The next item is 228, a resolution requesting the Legislature of the State of New York to enact and the governor to approve an act to require the just and proper payment of taxes after the termination of the Industrial Development Agency agreement.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Is that you, Mr. Becker?

MR. BECKER: We are talking 228, this is a legislative item.

LEGISLATOR NICOLELLO: I believe this is the item that would put the property, the Green Acres Mall back on the tax roll. There is no bill yet in Albany, but this is a Home Rule item to sort of get that process rolling hopefully.

MR. BECKER: That's it. Thank you for your help.

CHAIRWOMAN GONSALVES: At this

point I don't know who we're going to refer any questions to, but I would ask that if the legislators have any questions, put them on the record. Legislator Solages.

LEGISLATOR SOLAGES: Good afternoon. Thank you.

This question is for the County Attorney's Office. Is there any written opinion that could be provided regarding whether or not Article 5 of the Real Property Law can be used to do a correction of errors to at least get the mall back on the tax roll?

MR. PODLESAK: Not to my knowledge, no.

LEGISLATOR SOLAGES: Can you please provide one?

MR. PODLESAK: I will discuss with the County Attorney, all opinions are issued in his name and on his approval.

I'm sure that someone over there is monitoring this now, so I will have a discussion with him.

LEGISLATOR SOLAGES: I appreciate

that because under my research and of course the counsel of the caucus, Mr. Kleins, we thought it was a different provision that would be used to get the mall back on the tax roll, that no Home Rule law was necessary here.

So I would really appreciate a written opinion from the county attorney as to whether or not a correction of errors procedure would be necessary to put the mall back on the tax roll.

MR. PODLESAK: I will convey your request.

LEGISLATOR SOLAGES: Nothing more. Thank you.

CHAIRWOMAN GONSALVES: Any public comment regarding this item?

(No verbal response.)

There being none, all those in favor of 228 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Unanimous.

I believe that's the end of the rules agenda. Motion to adjourn.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. All those in favor of adjourning the Rules Committee signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The Rules Committee is now adjourned.

(Whereupon, the Rules Committee adjourned at 4:34 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

FINANCE COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, June 5, 2017
3:28 P.M

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

RICHARD NICOLELLO,
Chairman

VINCENT MUSCARELLA,
Vice Chairman

ROSE MARIE WALKER

DONALD MACKENZIE

SIELA A. BYNOE,
Ranking

LAURA CURRAN

ELLEN BIRNBAUM

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

JOHN BUDNICK.....10

ROSEANN D'ALLEVA.....21

GERALD PODLESAK.....26

INSERTS

Incorporated by reference
Public Safety Minutes
Dated 6-5-17 pertaining to
Clerk Item 111-17 (pages 5-6).....7

Finance Committee/6-5-17

CHAIRMAN NICOLELLO: Calling the Finance Committee to order. Mr. Pulitzer, please call the roll.

CLERK PULITZER: Thank you, Mr. Chairman. Finance Committee roll call.

Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Ranking Member Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Legislator Rose Marie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Vice Chairman Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: And Chairman Richard Nicolello?

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CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN NICOLELLO: Thank you.

Items 88 of 2017 is a resolution to authorize the transfer of appropriations heretofore made within the budget for the year 2017.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. Do we have anyone to speak on this item? This is a budget transfer.

MR. BECKER: Mr. Chairman, would you table this just for the moment?

CHAIRMAN NICOLELLO: Yes.

MR. BECKER: Mr. Chairman, as well as 177-17.

CHAIRMAN NICOLELLO: I didn't call that yet. So I will hold that for later. Motion to table.

LEGISLATOR MUSCARELLA: So moved.

Finance Committee/6-5-17

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator MacKenzie. All those in favor of tabling signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

88 is tabled.

111 of 2017 is an ordinance supplemental to the annual appropriations ordinance in connection with the Police Department.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN DUNNE: Motion by Donald MacKenzie, seconded by Legislator Walker. This went through committees, the Public Safety Committee, I request that the committee minutes be incorporated by reference.

(Whereupon, please refer to the minutes of the Public Safety Committee dated 6-5-17 pertaining to Clerk Item 111 at pages

Finance Committee/6-5-17

5-6.)

CHAIRMAN NICOLELLO: Any questions on this? I don't know if we need a speaker on this, it just went through committees.

(No verbal response.)

Hearing none, any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Item 138 of 2017 is a Resolution making certain determinations pursuant to SEQRA and authorizing the County Executive on behalf of the county to execute a lease agreement between Nassau County, as tenant, at 114 OCR TT, LLC.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator

MacKenzie. The item is before the committee. This also went through committees earlier. Do we have any discussion on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

I'm going to skip over the next one at the request Mr. Becker.

Item 209 of 2017 is the Nassau County community college budget ordinance. An ordinance to adopt the Nassau County budget for Nassau Community College for the fiscal year commencing September 1st, 2017 and ending August 31st, 2018.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by

Legislator Muscarella, seconded by Legislator Walker. We usually use the committee opportunity simply to tee this budget item up for a full discussion before the Full Legislature. Is that your understanding as well?

MS. MURRAY: Yes. And just for the record, Kate Murray, and vice president of finance Ena Resnick present.

CHAIRMAN NICOLELLO: Thank you for joining us. On the 22nd we'll have a full discussion. Thank you.

Is there any public comment?

Mr. Budnick, do you have a comment?

MR. BUDNICK: Good afternoon honorable members of the County Legislature.

I have read the proposal to in effect increase the amount that students are paying at Nassau Community College.

This is being done because the state is picking up a smaller and smaller percentage of the cost there.

We wonder why there are beginning

to be fewer students going there and fewer students graduating there when we make it impossible for them to go and graduate. We increasing the student fees.

They were set up and this goes back a long time to the days of when Nassau Community College was created in 1959 that it was going to be a one third, one third, one third split. It's being continually violated.

I believe that both the state and the county's portion of the funds to run the school are now down in the 20 something percent each.

We're asking students to carry closer and closer and closer to a 50 percent cost of that college.

Based upon how, why and when the college was crated that's unconscionable. It's also unconscionable for students to be forced to carry that burden when they don't have funds to do that.

Many of the people going to Nassau Community College have virtually no

funds and they're dependent wholly on financial aid to get there. I may be a little hard spoken upon this, but, please recall, I was born at that location when it was Mitchell field, United States Air Force base at first US Air force headquarters hospital. I went there when that building became the nursing department of Nassau Community College.

And I have been elected as an honorary lifetime alumni of the college. I don't see anybody else getting up here and talking about these issues.

So I felt that it was incumbent upon me to convey these questions and these issues. As you may recall a couple of years ago, Comptroller Maragos was trying to investigate why fewer and fewer of the college students are become and getting their degrees, in large part because of the finances.

We have to force the state to do the right thing and forgive me, we have to try, and it's going to be painful, for the

college to try to do the right thing.

Thank you very much for your time and trouble. God bless you.

CHAIRMAN NICOLELLO: Thank you, Mr. Budnick. Is there any other public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Item 210 of 2017, a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $250,000 of bonds of the county to finance such expenditure.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker. I see Mr. Arnold.

MR. ARNOLD: Ken Arnold, Public Works. I'm here with Lieutenant Stephanoff from the police department.

This bond ordinance is to match a grant the police received related to Harbor Safety. The proceeds from the bond ordinance will be a 25 percent of the cost of a new patrol boat. Any questions?

CHAIRMAN NICOLELLO: So I guess obviously the total cost is a million dollars for this patrol boat?

LIEUTENANT STEPHANOFF: Yes, it's going to be the boat -- there's going to be equipment also, detection equipment in the boat. This is our port security grant. This grant is a partnership with New York City, Jersey, and it's to patrol the waterways to keep the harbor safe.

CHAIRMAN NICOLELLO: Where will the boat be based, South Shore or North Shore?

LIEUTENANT STEPHANOFF: I believe the South Shore, but I can ask.

CHAIRMAN NICOLELLO: Any other

questions? Legislator Bynoe and then Legislator Curran.

LEGISLATOR BYNOE: Hello Lieutenant Stephanoff. What did we use last year?

LIEUTENANT STEPHANOFF: Last year we bought two 27 foot boats. Those boats are good for patrol along the shores because the boats are small enough to get into areas.

This is going to be a 38 foot boat that the grant is going to pay for with our match and it's good for open waterways. It can go into deeper waters.

LEGISLATOR BYNOE: So if previous years, we didn't have the proper type of craft to go into deeper --

LIEUTENANT STEPHANOFF: This boat will replace an older boat. It will be a brand new boat that we will put into service and we'll be able to take a boat out that has I guess water miles, whatever you want to refer to it as. It will replace an older boat that it probably should be out of

service.

LEGISLATOR BYNOE: It will come out of service?

LIEUTENANT STEPHANOFF: Yes. It will have detection equipment on it like the other two boats last year, it will have detection equipment so that the boat's radiation detection equipment and so forth.

LEGISLATOR BYNOE: So this boat won't go into service until next year then?

LIEUTENANT STEPHANOFF: Probably, yes, it will probably be done by the winter, the fall, and then it will probably be in service next year. They can probably use it. If they patrol in the winter, if they're able to put boats out, we should have this in the fall. I think the build out is about six to seven months for the boat.

LEGISLATOR BYNOE: Why did we decide to do it now as opposed to maybe last year?

LIEUTENANT STEPHANOFF: This is off the next grant. That was off a

different grant. This has been a recurring grant and this is the next grant.

LEGISLATOR BYNOE: All right. Thank you. I have one other question. Is this going to be purchased off the OGS? How are we going to procure this?

LIEUTENANT STEPHANOFF: When I submit this, I can take a look at how we're going to do it. I need this first in place to be able to submit the purchase request. But I can take a look. Once I take a look, I will look at where we can procure it from.

LEGISLATOR BYNOE: If you could tell me --

LIEUTENANT STEPHANOFF: And that probably will come before the Leg the actual purchase as well.

LEGISLATOR BYNOE: Right. And if we approve this now, and then it comes back for Full Leg, will you then be able to give us a better idea of how you procure it or no?

LIEUTENANT STEPHANOFF: Sure. I can take a look at what our options are.

LEGISLATOR BYNOE: And if you can provide some specificity on the age and current mileage on the boat that's in use now?

LIEUTENANT STEPHANOFF: Sure.

CHAIRMAN NICOLELLO: Legislator Curran.

LEGISLATOR CURRAN: Thank you. So if I understand it correctly, we are bonding for a quarter of the price of the boat, right?

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR CURRAN: And the rest comes from where?

LIEUTENANT STEPHANOFF: It's a port security grant.

LEGISLATOR CURRAN: Is that federal or state, you mentioned the city and New Jersey?

LIEUTENANT STEPHANOFF: I believe the grant itself is federal.

LEGISLATOR CURRAN: Any money from the city or New Jersey on this? How does that work?

LIEUTENANT STEPHANOFF: No. They get the grant as well. We are all partners in this. They share in the grant proceeds as well and they buy their equipment and we buy ours. We kind of patrol all parts of the water way.

CHAIRMAN NICOLELLO: Legislator Birnbaum.

LEGISLATOR BIRNBAUM: Could you just give us a brief overview of our fleet? How many boats do we have?

LIEUTENANT STEPHANOFF: I don't know how many we have total. I can get back to you.

LEGISLATOR BIRNBAUM: Yes, I'm just curious, the larger one, the two smaller ones, what they makes up of the overall.

LIEUTENANT STEPHANOFF: I can get you a list of our fleets.

LEGISLATOR BIRNBAUM: And do you have any idea of the life expectancy of a new boat like this?

LIEUTENANT STEPHANOFF: No, I can

ask but, no, I'm not sure. I think they last, I think probably the engines are the first to go but I think the boats last. You know, barring anything happening like, you know, anything I guess like a collision or something like that, I guess.

LEGISLATOR BIRNBAUM: Now I know this sounds like state of the art compared to the one we had, but I just wonder how many years in service that other boat had been.

LIEUTENANT STEPHANOFF: Okay.

CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying Aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

We are going to go back now to

the budget transfers. Let's start with 88 of 2017. I think I need a motion to untable.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker. All those in favor of untabling signify by saying aye.

(Aye.)

Those opposed?

The item is back on the table.

MS. D'ALLEVA: Hi. Roseann D'Alleva from the budget office. This is the item that is funding the restoration OF the bus from certain areas of the budget.

CHAIRMAN NICOLELLO: So the transfer is to accomplish that?

LEGISLATOR D'ALLEVA: Yes it's $1.5 million from projected opportunities in the budget that we can fund the extension of $2.8 million of the bus. Obviously, $1.3 million is coming from additional state funding.

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CHAIRMAN NICOLELLO: Okay. Any questions? Legislator Curran.

LEGISLATOR CURRAN: I know this has been in the press, but can you tell us what the routes are that are affected by this?

LEGISLATOR D'ALLEVA: The reinstatements that I am aware of, in terms of the routes, are N-1 for Hewlett, Elmont 400 passengers per day approximately, the N-19 in Freeport, the N-57, and the N-78/79.

LEGISLATOR CURRAN: Thanks.

CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor of 88 signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

We're going to call 177 now.

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177 is an ordinance supplemental to the annual appropriation in connection with the Department of Public Works.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator MacKenzie. It's back before the committee, this looks like a companion item.

LEGISLATOR D'ALLEVA: Yes. This is a companion item to item 88-17. As I said before, $1.3 million of supplemental appropriation is from the additional state funding of the STOWA grant to fund the $2.8 million of service that was cut at the beginning of the year.

CHAIRMAN NICOLELLO: And the bus route restorations that you've just referred to that's also included within this?

LEGISLATOR D'ALLEVA: Yes, the 1.3 and the 1.5 from the operating budget are restoring the 2.8.

CHAIRMAN NICOLELLO: Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously. Thank you, Ms. D'Alleva.

Item 212 of 2017 is a Resolution for the issuance of a warrant directing the treasurer of the County of Nassau to pay to the supervisors of the several towns and to the treasurers of the several villages and cities within the County the sums as apportioned by the Nassau County Legislature with reference to the mortgage taxes.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. This item is before the committee. Do we have any questions or

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discussion?

(No verbal response.)

Hearing none, is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously.

The next two are 213 and 214 of 2017, ordinances supplemental to the annual appropriation ordinance in connection with the Department of Health.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. These two items just went through the Health Committee. Do we have any questions or discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Item 221 of 2017 is a Resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose additional sales and compensated use taxes and extend local government assistance programs in Nassau County.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. Fran, you just want to comment on what this is? This is sales tax extender. It's 221.

MR. PODLESAK: This is one of several Home Rule Messages that are before

the committee today. This one in particular deals with the sales tax. Every two years the Legislature is called upon to pass a Home Rule and to petition the state to extend the sales tax that's specific to Nassau County.

That may be changing. There's a variety of bills to change the set up. A new senate bill that would make it a permanent matter where there would no longer be a Home Rule but as it now stands it's necessary for the Legislature to act on the Home Rule Message. We have two for taxes and two for Hotel Motel.

CHAIRMAN NICOLELLO: Any questions for Mr. Podlesak? Legislator Bynoe.

LEGISLATOR BYNOE: Hello, how are you today?

MR. PODLESAK: Good. How about yourself?

LEGISLATOR BYNOE: Good, thank you. So we only have the senate bill on this. When would we expect to receive the

assembly bill? This is the assembly. The other way around.

MR. PODLESAK: Right. The problem with them is they are different bills. The assembly bill is a much broader one and encompasses the entire state.

There's actually some discussion about whether or not the Home Rule Message is necessary but we're taking the view that we should do so anyway at this point.

As far as the senate version, the senate version only embraces Nassau County and not the whole state. The thinking is that we need to go forward with these at this time because the Legislature is set to adjourn the last week and the thinking is that if there is a showing by the Legislature, of a desire to go forward, even if there is only one house item that that would be our lobbyist would be able to use that as leverage in order to get either a new bill in the other house or else to somehow reach some kind of conclusion with them. It is for the purpose of leverage at

this point.

LEGISLATOR BYNOE: Okay. So, today is June 5th and so the clock is ticking. We have until the 20th I believe if I'm not mistaken?

MR PODLESAK: I think it's around the 20th. Could actually be the 22nd. Don't hold me to it.

LEGISLATOR BYNOE: Okay. By Full Leg we are hoping that this issue is resolved?

MR. PODLESAK: I believe they're working diligently in Albany to resolve the issue. Because it's not just Nassau, it's most the state has this issue.

LEGISLATOR BYNOE: Okay. All right. Thank you very much.

CHAIRMAN NICOLELLO: I believe the state's Legislative session is ending later in the month?

MR. PODLESAK: That's correct.

CHAIRMAN NICOLELLO: And if necessary, it something changes or a different bill has to be substituted we can

do an amendment in the nature of a substitution?

MR. PODLESAK: Not if it's been enacted by the Full Legislature. It would have to be an entirely new enactment at that point but we can handle that.

CHAIRMAN NICOLELLO: Okay. Any other questions?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Item 222 of 2017 is a Resolution requesting the Legislature of the State of New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose Hotel and Motel taxes.

LEGISLATOR WALKER: So moved.

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LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

MR. PODLESAK: Everything I said it also effects the Hotel Motel tax. That's included actually in the assembly bill but there is also a separate Senate bill that this is embracing.

The sales tax item that you just voted on also has Hotel Motel in it. This particular one, this second one is the Senatorial version, and it has Hotel Motel plus it also has the surcharge for entertainment in it.

CHAIRMAN NICOLELLO: Any questions? Legislator Bynoe.

LEGISLATOR BYNOE: So the concern here is that this bill has been kind of lumped together with some other items. And the TPVA fees and also the police accident report fees and --

MR. PODLESAK: That is correct. That's the way it's been done for the past,

I want to say for, two year cycles. There's nothing new. It's been done this way before. It's just change in the date.

LEGISLATOR BYNOE: I believe there were some concerns earlier on about this issue being lumped together and this caucus would feel more comfortable if it was broken out separately.

MR. PODLESAK: My only response to that is it's not the way it's been done in the past. This is the way it's been done and that's before you at this point. I understand your concern.

LEGISLATOR BYNOE: So whenever we answer a question that that's not how it's been done before it rubs me the wrong way.

We have to understand things evolve and as you said that was before me and I would argue then it was probably before a few of us, all three of us on this side of the caucus.

And so I would say as new people come on and their concerns are bubbling up to the surface, sometimes we have to evolve.

The concern is that this is lumped together. It's my position that I can't support it in that form.

So I would like there to be some consideration to breaking this out, so we can support the portion of the bill that we are comfortable with.

MR. PODLESAK: I also don't like the answer it's the way it's always been done but that is the only answer at this point.

LEGISLATOR BYNOE: We should have our lobbyists in Albany try to break that out so this is an appetite for folks to -- there is an opportunity for the things that we have an appetite to support unanimously that we can do so.

This, in essence, sets us up to vote in the negative on all three items when we would want to vote in the affirmative on one. That's my point today. Let's see if there is anything we can do between now and the Full Leg.

MR. PODLESAK: I will discuss it

with the appropriate parties but I'm pessimistic that we would be able to do something at this late date. Perhaps with the next two year cycle it would be more appropriate.

LEGISLATOR BYNOE: Thank you.

CHAIRMAN NICOLELLO: All right. Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

The item passes by a vote of four to three.

Item 223 of 2017 is a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and for authorizing $2.5 million of bonds of the County to finance such

expenditure.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. Mr. Arnold?

MR. ARNOLD: Ken Arnold, Public Works. 223 is a bond ordinance associated with park improvements for the Inwood Park located in Inwood.

It's an administration building that suffered a fire a year or so ago and also other various improvements throughout the park to bring it up to our standards.

CHAIRMAN NICOLELLO: Do you have a list of those improvements? Are we talking fields?

MR. ARNOLD: Fields, courts, lighting, it's a general, the whole park needs to be looked at and refurbished.

CHAIRMAN NICOLELLO: Okay. Any questions for Mr. Arnold?

(No verbal response.)

Any public comment? I'm sorry,

let's back up. Legislator Curran has a question.

LEGISLATOR CURRAN: Is this in the capital plan?

MR. ARNOLD: Item 224 is an amendment to the capital plan to include it in the capital plan.

LEGISLATOR CURRAN: I see. Okay. Thanks.

CHAIRMAN NICOLELLO: Okay. Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

The item passes by a vote of four to three.

Item 224 of 2017 is the amendment to the capital plan, an Ordinance to amend Ordinance Number 213 of 2016 adopting the

capital budget for the year 2016 for the County of Nassau corresponding to the first year of the four year capital plan pursuant to Section 310 of the County Government Law.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker.

MR. ARNOLD: Ken Arnold, Public Works. 224, as discussed is the budget amendment to include the Inwood capital project into the capital plan.

CHAIRMAN NICOLELLO: Do we have any questions on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously.

Finance Committee/6-5-17

Item 225 of 2017 is a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and authorizing $2.5 million in bonds to finance such expenditure.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. Mr. Arnold.

MR. ARNOLD: Ken Arnold, Department of Public Works. 225 is a capital bond ordinance for various park improvements throughout the county's park system. This bond ordinance will be focused on various courts, whether it's basketball, racquetball, tennis courts throughout the county that need to be refurbished.

In addition, the playgrounds will also be a focus of this capital project both for the equipment and safety services that protect the children.

CHAIRMAN NICOLELLO: Do you have

an indication of which parts would be improved by this or can you get us that before this goes before the Full Legislature?

MR. ARNOLD: At our last look at this, we are looking at parks at Eisenhower, courts at Eisenhower, Wantagh, Cedar Creek, North Woodmere, Centennial has four basketball courts, and also two tennis courts that need to be looked at.

Inwood, but that would be utilized under separate capital projects. Nickerson has courts that have facets that need to be addressed as does Wantagh.

Tennis, all the tennis courts at Eisenhower need to be addressed. They are all in poor condition. It's a gamut of most of the facilities.

CHAIRMAN NICOLELLO: Is Christopher Morley on that list?

MR. ARNOLD: Christopher Morley is not -- I will double-check, Morley for paddle ball is on the list.

Tennis was recently just redone

as part of that entity that came in, I think the tennis courts might be addressed there. But I can also check the basketball courts up there again.

CHAIRMAN NICOLELLO: Any questions? Legislator Bynoe.

LEGISLATOR BYNOE: Mr. Arnold, could you tell me when this work is scheduled to start?

MR. ARNOLD: It was not scheduled at this time. We would need the bond ordinance to be approved.

We did submit to this body a contract with Barbado, that would be our vehicle to do the work through our requirements contractor. So the vehicles that do the work exists.

Once we have the funding, we would encumber the money into that contract and prioritize the work.

Then, again, some work could be done by in-house county forces. We measure that out depending on what the work is.

LEGISLATOR BYNOE: So we would do

this work at the height of the park usage season?

MR. ARNOLD: Probably not. I would think we would look to do this work starting in the fall, but I would caution that we need to look at when resurfacing can be done on the courts. Some of the work might have to be done at the tail end U season because you can't do certain types of work on the safety surface and these tennis courts require certain temperature areas to do the actual resurfacing, so that all will be looked at.

LEGISLATOR BYNOE: So this work is not for the immediate. Thank you very much, Mr. Arnold.

CHAIRMAN NICOLELLO: Any other questions? Legislator Walker.

LEGISLATOR WALKER: If it was possible and this was approved and any of the surfaces needed immediate attention, would it be possible for them to be able to be done expeditiously so they would be set for like the summer season?

MR. ARNOLD: Yes. I should couch that the Parks Department will set what they will allow us to close and not allow us to close.

So really, to take a step back, we would look to the parks department once the funding is approved and the money is encumbered, what they would want done and when and if they're willing to close certain parks and have them addressed because of the condition, we would do that.

CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Item carries by a vote of four to three.

Item 226 is a resolution

declaring a capital budget emergency pursuant to Section 310D of the County Government Law.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker. This corresponds with the previous item. Correct?

MR. PODLESAK: Yes, it does.

CHAIRMAN NICOLELLO: Because we're adding something to the capital plan?

MR. PODLESAK: That is correct.

CHAIRMAN NICOLELLO: Do we have any questions about this? Legislator MacKenzie.

LEGISLATOR MACKENZIE: A quick question and this may be obvious. Voting for the capital budget emergency without voting for the bonding to actually fund the project does nothing to advance the project or to get it done; is that fair to say?

MR. PODLESAK: The capital budget emergency is just so that the capital budget

can be changed. That is the sole purpose of it.

LEGISLATOR MACKENZIE: And that's just a paper change within the budget itself?

MR. PODLESAK: Yes.

LEGISLATOR MACKENZIE: The actual bonding is what pays for the work and gets it done, correct?

MR. PODLESAK: That's Mr. Arnold's field. I'm just talking about the emergency. Could you repeat the question?

LEGISLATOR MACKENZIE: Sure. Voting, for example, Items 225 and 226 of '17, what is the bonding to actually pay for the projects to be done, and the other is just a paper change to the capital budget.

So voting for the change to the capital budget does nothing to actually advance the project or get it done, it's just political coverage whereas voting for the bonding is what actually gets the project funded and completed; is that fair

to say?

MR. ARNOLD: That is correct and I will just couch it, there is one condition when if there's outside funding as part of the capital plan, the county could use utilize the outside funding, if we were getting a grant or something. You would only see that come up in the capital budget amendment. There would be no separate vote, authorization of those funds.

LEGISLATOR MACKENZIE: Thank you.

CHAIRMAN NICOLELLO: Any other questions? Legislator Bynoe.

LEGISLATOR BYNOE: Just for clarity, making the amendment to the plan then allows at least the plan to be modified and updated so that when funds are available then it's ready to go; am I correct?

MR. ARNOLD: Modifying the budget allows us to present bond ordinances to do the work.

LEGISLATOR BYNOE: Right. So the plan has to be modified first in order for there to even be a request for the issuance

of a bond?

MR. ARNOLD: That's correct. The budget the plan has -- it has to correspond with the ordinance that we request.

LEGISLATOR BYNOE: So the first step is the amendment, the second step is the bond ordinance?

MR. ARNOLD: Correct.

LEGISLATOR BYNOE: So there is an advancement. Thank you.

LEGISLATOR MACKENZIE: You don't ask for bonds for fun, right, you ask for bonds because you need that money to do the project, correct?

MR. ARNOLD: That's correct but it has to correspond with the capital plan.

LEGISLATOR MACKENZIE: Understood. Thank you.

CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

Finance Committee/6-5-17

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Items 230, 231, 232, 233, 234, 235 of 2017, these are ordinances supplemental to the annual appropriation ordinance in connection with the Department of Human Services, Health, Public Works and the Probation Department.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. These items all went through committees a few moments ago. Do we have any questions on these items?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

Finance Committee/6-5-17

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

We have an addendum; three items. Need a motion to suspend.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: By Legislator Walker, seconded by Legislator MacKenzie. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Rules are suspended.

Item 238 of 2017 is an ordinance to implement a local government assistance program in Nassau County.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator MacKenzie. Gerry, this is the

local government assistance program?

MR. PODLESAK: This is an annual resolution that is necessary under the law involving sales tax in order that it be distributed to the towns and cities of the county. Normally you get it in January; this year you getting it in June.

CHAIRMAN NICOLELLO: Any questions?

LEGISLATOR BIRNBAUM: Part of the Local Government Assistance Act as I read it is for towns, cities and villages. In 2017, what happened to the distribution for the villages?

MR. PODLESAK: The decision was made not to distribute to the villages.

LEGISLATOR BIRNBAUM: Who made this decision, I don't recall voting on it.

LEGISLATOR MACKENZIE: My recollection is that the Legislature voted to put it back in the budget and NIFA and the administration agreed to remove it; is that correct?

MR. BECKER: That is correct,

Legislator MacKenzie. It was voted for in favor to distribute to the villages but NIFA pulled it out, that is correct.

LEGISLATOR BIRNBAUM: But in 2018 we are saying that the Local Government Assistance Program will be for towns, cities and villages?

MR. BECKER: I don't believe it's going to manifest itself because NIFA is disallowing it.

LEGISLATOR BIRNBAUM: For this year, but for 2018, we don't know yet?

MR. BECKER: We don't know yet, that's true.

LEGISLATOR BIRNBAUM: Because Nassau County has discretion not to give it to just the villages, but they have to give it to the cities, towns?

MR. BECKER: I believe that's the case, yes. I would say almost, when I was in the Legislature, maybe ten years ago, we incorporated the villages into sharing these funds, and that's been the case for a while. But in the last budget NIFA pulled

it, so --

LEGISLATOR BIRNBAUM: Well, NIFA agreed after the administration came up with that as a suggested way to find funding, correct?

MR. BECKER: I can't speak to that but I know that this is what OMB told me.

LEGISLATOR BIRNBAUM: So it was part of the cuts in December?

MR. BECKER: Yes, correct.

LEGISLATOR BIRNBAUM: Were the villages notified? Because they had already done their budgeting for 2017 and they were relying on these funds from the county.

MR. BECKER: I don't know, legislator, I can't tell you that.

LEGISLATOR BIRNBAUM: Because I think it was $1.25 million in revenue that was cut from distribution to the villages and several of the villages that made a big difference, and they would already completed their budgets for 2017.

I don't believe they found out

they weren't receiving it until the first payment was due to them which was April of this year.

MR. BECKER: You may be correct, but I don't know.

LEGISLATOR BIRNBAUM: And as a legislator, I feel sort of bad that's what the county did to villages, I alone in my district have ten villages.

MR. BECKER: And I live in a village.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Item 239 of 2017 is a resolution requesting the Legislature of the State of

New York to enact and the governor to approve an act extending the authority of the County of Nassau to impose additional sales and compensating use taxes and extend the local government assistance programs in Nassau County.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

MR. PODLESAK: This is the senatorial version of the sales tax bill.

CHAIRMAN NICOLELLO: So we're to cover our bases so to speak, we're sending Home Rule Messages up with respect to bulk versions that are currently viable?

MR. PODLESAK: That is correct, sir.

CHAIRMAN NICOLELLO: That makes sense. Do we have any further questions on this item?

(No verbal response.)

Is there any public comment?

Finance Committee/6-5-17

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That carries unanimously.

Item 243 of 2017 is an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Social Services.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker. This item is before the committee. Just went through the Health Committee. Any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously. Take a motion to adjourn.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. All those in favor of adjourning signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The committee stands in adjournment.

(Whereupon, the Finance Committee adjourned at 4:09 p.m.)

C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2017.

_____

FRANK GRAY

PROPOSED ORDINANCE NO. 73 – 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 41869 Various Park Improvements, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $2,500,000 which shall be financed with the proceeds from the issuance of $2,500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $2,500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance the class of objects or purposes (hereinafter referred to as the "Purpose") described in Section 1 hereof.

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $2,500,000. The plan of financing includes $2,500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $2,500,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of paragraph 19(c) of Section 11.00(a) of the Law, is 15 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined, upon review of the materials incorporated herein, pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"),

8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617.5(c)(2) of 6 N.Y.C.R.R., including 6 N.Y.C.R.R. Section 617.7, and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action that does not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 74 – 2017

AN ORDINANCE to amend Ordinance No. 13-2016, adopting the Capital Budget for the year two thousand sixteen for the County of Nassau, corresponding to the first year of the four year Capital Plan, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

WHEREAS, on February 22, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Ordinance No. 13-2016 approved and adopted the Capital Budget (as amended, the "Capital Budget") of the County of Nassau for the fiscal year beginning January 1, 2016 and ending December 31, 2016; and

WHEREAS, on February 22, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Resolution No. 27-2016 approved and adopted the four-year Capital Plan for the County of Nassau for the fiscal year beginning January 1, 2016 (the "Capital Plan"); and

WHEREAS, pursuant to Section 310 of such County Government Law, the County Executive may propose, at any time subsequent to the passage of the ordinance approving the Capital Budget, an ordinance to amend the Capital Budget; and

WHEREAS, the County Executive, based upon a review of the Capital Budget priorities by the Nassau County Department of Public Works, proposes that the amounts described herein be authorized in the Capital Budget for certain projects as hereinafter set forth in Appendix A attached hereto and incorporated herein; and

WHEREAS, the Office of Management and Budget has recommended this amendment to the capital budget with respect to the amendment contained in this ordinance; now, therefore,

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

Section 1. The Capital Budget, as adopted by Ordinance No. 13-2016, is amended as follows:

(i) under the column heading, "Parks", project title, "41878 Inwood Park Improvements", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$0", the amount listed under the column heading "Expenditures Through 2015", shall read "$0", the amount listed under the column heading "Carry Forward", shall read "$0", the amount listed under the column heading "2016 County Debt", shall read "$2,500,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$2,500,000;" and

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

Section 3. This ordinance shall take effect immediately.

APPENDIX A

PROPOSED ORDINANCE NO. 75– 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 41878 Inwood Park Improvements, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $2,500,000 which shall be financed with the proceeds from the issuance of $2,500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $2,500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance the class of objects or purposes (hereinafter referred to as the "Purpose") described in Section 1 hereof.

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $2,500,000. The plan of financing includes $2,500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $2,500,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of paragraph 19(c) of Section 11.00(a) of the Law, is 15 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined, upon review of the materials incorporated herein, pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"),

8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617.5(c)(2) of 6 N.Y.C.R.R., including 6 N.Y.C.R.R. Section 617.7, and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action that does not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Buildings	90023	Prevention	$ 5,537,682.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90025	Rehabilitation of Aquatic Center Building	$ 49,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90026	Exterior Renovation of 240 Old Country	$ 1,250,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Buildings	90027	240 Old Country Road HVAC Improvements	$ 4,850,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90031	Records Center Renovation	$ -	$ 1,354,482.00	$ -	$ 1,354,482.00	$ 5,169,272.00	$ -
1	General Capital	Buildings	90033	BOE Building Upgrades	$ 2,100,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90040	60 Charles Lindbergh	$ -	$ -	$ 2,928,445.00	$ 2,928,445.00	$ -	$ -
1	General Capital	Buildings	90041	175 Roger Avenue Demolition	$ -	$ 2,100,000.00	$ -	$ 2,100,000.00	$ -	$ -
1	General Capital	Buildings	90042	County Clerk Office Improvements	$ -	$ 700,000.00	$ -	$ 700,000.00	$ -	$ -
1	General Capital	Buildings	90375	Emergency Work at DPW Garages	$ 3,053,538.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90400	Various County Facilities - General Construction	$ 17,450,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
1	General Capital	Buildings	90401	Various County Facilities - Electrical Construction	$ 8,400,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Buildings	90402	Construction	$ 10,050,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -
1	General Capital	Buildings	90403	Various County Facilities - Plumbing Construction	$ 4,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
1	General Capital	Buildings	90404	Various County Facilities – Fire Alarm/Protection and Security Systems	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Buildings	90405	Various County Facilities - Demolition	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Buildings	90406	Various County Facilities - Design	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Buildings	90611	Various County Court Facilities Renovation	$ 16,038,239.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90612	Generator Upgrade - Various Buildings	$ 3,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90617	Various County Buildings Electric Service & Engineering Upgrade	$ 6,275,023.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90618	Various County Buildings Roof Renovation	$ 18,400,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -
1	General Capital	Buildings	90622	Hempstead Garage Improvements	$ 23,200,000.00	$ 750,000.00	$ -	$ 750,000.00	$ -	$ -
1	General Capital	Buildings	90625	Various Asbestos & Lead Abatement	$ 5,870,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Buildings	90629	Various County Fuel Station Upgrades	$ 3,000,000.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Buildings	90632	Family & Matrimonial Court	$ 94,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90634	Nassau Coliseum Emergency Repairs	$ 6,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90636	Warehouse and Staging Area	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90637	Nassau County Department of Public Works Material Testing Laboratory	$ 3,100,000.00	$ 1,300,000.00	$ -	$ 1,300,000.00	$ -	$ -
1	General Capital	Buildings	90638	Nassau County Housing Improvements	$ -	$ 1,800,000.00	$ -	$ 1,800,000.00	$ 1,100,000.00	$ -
1	General Capital	Buildings	90639	Data Center Fire Supression System	$ 850,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90981	Americans/Disabilities Act - Phase II (Construction)	$ 11,882,459.00	$ -	$ -	$ -	$ 250,000.00	$ -
		Buildings Total				$ 16,004,482.00	$ 2,928,445.00	$ 18,932,927.00	$ 13,269,272.00	$ -
1	General Capital	Equipment	11511	Health Department Equipment Replacement	$ 1,408,924.00	$ -	$ -	$ -	$ 250,000.00	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Equipment	98060	Road Maintenance Equipment Replacement	$ 19,860,709.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -
1	General Capital	Equipment	98062	Automation of Fuel Sites and Vehicles	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment	98063	DPW Fleet Service Equipment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment	98064	Road Maintenance Equipment Refurbishment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment	98092	Snow Removal Truck Replacement	$ 13,150,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
1	General Capital	Equipment	98105	Fleet Management Life Cycle Vehicle Replacement	$ 19,210,237.00	$ 3,750,000.00	$ 1,335,119.00	$ 5,085,119.00	$ 3,750,000.00	$ -
1	General Capital	Equipment	98180	Mosquito Control Equipment	$ 3,001,098.30	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
1	General Capital	Equipment	98340	Printing Equipment Replacement Project	$ 2,110,000.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Equipment	98341	Office Equipment Replacement Program	$ 2,850,000.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Equipment	98342	Field Data Inspection Modernization	$ 450,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Equipment	98343	BOE Voting Machine Upgrade	$ 18,773,625.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment	98344	Public Works Lab Equipment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
		Equipment				$ 6,800,000.00	$ 1,335,119.00	$ 8,135,119.00	$ 7,350,000.00	$ -
1	General Capital	Infrastructure	63029	Bridge Rehabilitation Program	$ 31,168,838.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	63031	Bridge Painting Program	$ 18,971,795.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	63032	Hub Pedestrian Bridges	$ -	$ 6,000,000.00	$ 330,000.00	$ 6,330,000.00	$ -	$ -
1	General Capital	Infrastructure	63400	Civil Site Studies	$ 4,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Infrastructure	66016	Countywide Tree Management Program	$ 4,100,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -
1	General Capital	Infrastructure	66017	Countywide Fencing Improvements	$ 1,300,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Infrastructure	66050	Requirements Contract Curbs and Sidewalks	$ 5,369,436.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -
1	General Capital	Infrastructure	66051	Pedestrian Accessibility	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ -
1	General Capital	Infrastructure	66302	Requirements Contract Roads/Drainage/Bridge/Joints	$ 21,784,630.00	$ -	$ 163,218.00	$ 163,218.00	$ 500,000.00	$ -
1	General Capital	Infrastructure	66305	Long Beach Parking Mall Improvements	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	66306	Various County Parking Lot Refurbishment	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Infrastructure	70040	NCC Life Science Building	$ 40,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70042	NCC Master Plan Construction	$ 62,630,429.52	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70050	NCC Master Plan Phase II Construction	$ 11,310,500.00	$ 1,174,412.00	$ -	$ 1,174,412.00	$ -	$ -
1	General Capital	Infrastructure	70060	NCC Energy Initiative	$ 12,310,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70065	NCC Refurbishment of Plaza	$ 9,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70071	NCC Tennis Courts	$ -	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70073	NCC Fire Alarm Upgrade	$ 6,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70074	NCC Rehabilitation Water Damaged Buildings Phase I	$ 5,308,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70080	NCC Security System Expansion	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70084	NCC Health & Safety	$ 3,870,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70086	NCC West/South Campus Parking Lot Rehab	$ 14,550,000.00	$ 1,475,000.00	$ 1,475,000.00	$ 2,950,000.00	$ -	$ -
1	General Capital	Infrastructure	70087	NCC Renovation of Building V	$ 650,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70088	NCC Renovation of Cluster C	$ 8,950,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 12,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70089	NCC Space Consolidation	$ 11,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ 6,000,000.00	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Infrastructure	70091	NCC Public Safety Offices	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70092	NCC Road and Parking Paving	$ 5,400,000.00	$ 3,100,000.00	$ 3,100,000.00	$ 6,200,000.00	$ -	$ -
1	General Capital	Infrastructure	70093	NCC Window Replacement	$ 7,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70094	NCC Performing Arts Center	$ 2,250,000.00	$ 7,000,000.00	$ 7,000,000.00	$ 14,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70095	NCC Library Renovation (Design)	$ 4,000,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70096	NCC Infrastructure and Master Plan	$ 2,500,000.00	$ 1,125,525.00	$ 1,125,525.00	$ 2,251,050.00	$ -	$ -
1	General Capital	Infrastructure	70097	NCC Elevator Restorations	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70098	NCC Information Technology Infrastructure	$ 6,200,000.00	$ 900,000.00	$ 900,000.00	$ 1,800,000.00	$ -	$ -
1	General Capital	Infrastructure	70099	NCC Physical Plant Vehicles	$ 600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70100	NCC Foundation House	$ 120,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70101	NCC IT Infrastructure and Equipment Upgrades	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70102	NCC Various Security Upgrades	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70103	NCC Various Facility Upgrades	$ 760,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70104	NCC Infrastructure Repair	$ 1,500,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70105	NCC Various Facility Upgrades Phase II	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70106	NCC Aademic Department Renovations	$ 1,500,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 3,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70107	NCC Concrete Repair	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70108	NCC ADA Compliance	$ 1,200,000.00	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ -	$ -
1	General Capital	Infrastructure	70109	NCC - Property Transfer	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70110	NCC Medical Technologies	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70111	NCC Building Improvements	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	70112	NCC Roof Replacement Program	$ -	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ -	$ -
1	General Capital	Infrastructure	70113	NCC Renovation of Brick Café	$ -	$ 3,000,000.00	$ 3,000,000.00	$ 6,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70114	NCC Campus Building Systems Upgrade	$ -	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure	70115	NCC Concrete Repairs Ph II	$ -	$ 250,000.00	$ 250,000.00	$ 500,000.00	$ -	$ -
1	General Capital	Infrastructure	70116	NCC HTHW System Emergency Repairs	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 2,000,000.00	$ -	$ -
1	General Capital	Infrastructure	81011	Hazardous Waste Response Fund Phase II	$ 29,677,817.00	$ -	$ -	$ -	$ 150,000.00	$ -
1	General Capital	Infrastructure	81060	County Storage Tank Replacement Program	$ 23,846,840.00	$ 2,150,000.00	$ -	$ 2,150,000.00	$ 150,000.00	$ -
1	General Capital	Infrastructure	91077	Pedestrian and Bicycle Pathway	$ 6,307,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	91078	Westbury/New Castle Shared Multi Use Path Access to Eisenhower Park and Active Transportation	$ 2,000,000.00	$ 455,000.00	$ -	$ 455,000.00	$ -	$ -
1	General Capital	Infrastructure	91079	Motor Parkway Multi-Use Trail	$ 2,275,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	92026	Veterans Memorial Coliseum Committee Study	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	92030	Nassau Hub Energy Study	$ 130,000.00	$ 700,000.00	$ -	$ 700,000.00	$ -	$ -
1	General Capital	Infrastructure	92036	Disparity Study	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	99201	Community Environment Improvement Project	$ 1,650,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	99205	Community Revitalization Program	$ 3,060,951.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	99206	Various County Projects	$ 47,600,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Infrastructure	99300	Consolidation	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure	99502	Countywide Green Initiative	$ 5,501,490.00	$ -	$ -	$ -	$ 250,000.00	$ -
		Infrastructure				$ 49,629,937.00	$ 32,043,743.00	$ 81,673,680.00	$ 11,150,000.00	$ -
1	General Capital	Parks	41006	Various Park Athletic Fields - Installation of Synthetic Turf Fields	$ 26,314,652.00	$ -	$ 350,000.00	$ 350,000.00	$ -	$ -
1	General Capital	Parks	41008	Museum & Educational Facilities	$ 250,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -
1	General Capital	Parks	41334	Nickerson Beach Improvements	$ 13,391,905.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41363	Sands Point Park Seawall Rehabilitation	$ 4,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41402	Batting Cages Refurbishment and Construction	$ 1,062,107.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41410	Battlerow Campground Improvement	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41420	Roslyn Grist Mill Restoration	$ 2,266,460.31	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41482	Mitchel Field - Rifle Range Improvements	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41501	Cedar Creek Park Feasibility Study	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41517	Fine Arts Museum New Additions	$ 2,600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41802	Various County Parks Pond Dredging and Desilting	$ 2,042,189.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41811	Rehabilitation	$ 4,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41814	Various County Parks Fencing Repair	$ 3,418,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41815	Various County Parks Ice Rink Modernization	$ 4,076,070.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Parks	41820	Various County Parks Playground & Picnic Area Rehabilitation	$ 13,714,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41826	Various Parks Preserve Buildings Rehabilitation	$ 9,421,939.91	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Parks	41829	Various Parks Outdoor Lighting Rehabilitation	$ 13,187,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41834	Various Parks Path/Roadways/Parking Resurface	$ 7,920,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41844	Various Parks Athletic Field & Court Rehabilitation Phase II	$ 4,875,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41851	Various Parks Golf Course Renovation Phase II	$ 2,885,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41855	Parks Equipment Replacement	$ 2,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Parks	41858	County Pools Improvements and Code Compliance	$ 5,200,000.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Parks	41860	Various County Parks - Irrigation System Installation	$ 1,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41861	Various County Park Buildings - Infrastructure Improvements	$ 17,508,500.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Parks	41862	Various Parks - Pool Improvements	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41863	Dutch Broadway Park Improvements	$ 225,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41864	Park Furnishings	$ 1,301,834.00	$ 250,000.00	$ 125,000.00	$ 375,000.00	$ 250,000.00	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Parks	41865	Inwood Bulkhead	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41866	Central Avenue Park, Valley Stream	$ 125,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41869	Various Park Improvements	$ 10,250,000.00	$ 4,000,000.00	$ 2,700,000.00	$ 6,700,000.00	$ 2,000,000.00	$ -
1	General Capital	Parks	41870	Various County Beaches Restoration and Mitigation	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41871	Various County Dock and Bulkeads	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41872	Wantagh Park Improvements	$ 4,000,000.00	$0	$500,000	$ 500,000.00	$ -	$ -
1	General Capital	Parks	41873	Milburn Park Improvements	$ 5,018,588.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41874	Eisenhower Park Improvements	$ 6,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41875	Cantiague Park Improvements	$ 4,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks	41876	Centennial Park Improvements	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ -
1	General Capital	Parks	41877	Christopher Morley Park Improvements	$ -	$ -	$ 500,000.00	$ 500,000.00	$ -	$ -
1	General Capital	Parks	41878	Inwood Park Improvements	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00	$ -	$ -
		Parks Total				$ 13,250,000.00	$ 4,175,000.00	$ 17,425,000.00	$ 3,000,000.00	$ -
1	General Capital	Property	9B480	Property Acquisition	$ 52,804,241.00	$ -	$ -	$ -	$ 500,000.00	$ -
		Property Total				$ -	$ -	$ -	$ 500,000.00	$ -
1	General Capital	Public Safety	14003	Med Exam Equipment 3 Year Program	$ 4,659,583.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -
1	General Capital	Public Safety	14004	Med Exam DNA Laboratory	$ 1,425,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	14007	Med Exam Crime Lab Equipment	$ 750,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -
1	General Capital	Public Safety	14008	Nassau County Crime Lab	$ 44,400,000.00	$ 3,600,000.00	$ -	$ 3,600,000.00	$ -	$ -
1	General Capital	Public Safety	50210	Live Scan Replacement	$ 450,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50320	Marine Bureau Repower Vessels	$ 400,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Public Safety	50404	Police Department Renovation of Outdoor Pistol Range	$ 8,720,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50570	Police Department Computer Aided Dispatch System	$ 15,700,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Public Safety	50590	Police Department Interoperable Radio System	$ 51,050,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50617	Police Department and other Agencies Bullet Proof Vests	$ 8,287,382.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ -
1	General Capital	Public Safety	50619	Police Department Ambulance Replacement	$ 11,600,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 3,500,000.00	$ -
1	General Capital	Public Safety	50622	Police Department Specialty Vehicle Replacement	$ 10,291,342.00	$ 500,000.00	$ -	$ 500,000.00	$ 850,000.00	$ -
1	General Capital	Public Safety	50627	AED Replacement	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50628	Police Department Dual Engine Helicopter	$ 18,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	$ 81,209,379.00	$ 6,700,000.00	$ 5,000,000.00	$ 11,700,000.00	$ -	$ -
1	General Capital	Public Safety	50681	Morrely Center	$ -	$ -	$ 4,600,000.00	$ 4,600,000.00	$ -	$ -
1	General Capital	Public Safety	50685	Police Department - Ambulance Medical Control Upgrade	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Public Safety	50686	Police Fleet Replacement	$ 22,625,000.00	$ 4,600,000.00	$ -	$ 4,600,000.00	$ 3,500,000.00	$ -
1	General Capital	Public Safety	50687	Village Police 911 Upgrade	$ 2,000,000.00	$ 5,500,000.00	$ -	$ 5,500,000.00	$ 2,000,000.00	$ -
1	General Capital	Public Safety	50688	Fire Police EMS Academy	$ 5,000,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00	$ 4,500,000.00	$ -
1	General Capital	Public Safety	50689	Police Department Firearms	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50695	Police Department Fuel Management System	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50696	System	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	50697	County Wide Fiber Optic Infrastructure	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -
1	General Capital	Public Safety	50698	Police Department IT Infrastructure	$ -	$ 600,000.00	$ -	$ 600,000.00	$ -	$ -
1	General Capital	Public Safety	51037	Jail Six Year Master Plan	$ 6,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Public Safety	51457	Jail Building 832 HVAC Upgrade	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	51459	Jail High Energy Efficient Lighting	$ 2,900,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	51460	Sheriff's Vehicles	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Public Safety	52028	Hazmat Vehicle Purchase	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	52029	Fire Marshall Fleet Replacement	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00	$ -	$ -
1	General Capital	Public Safety	52031	Fire Comm Radio Project	$ 400,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 250,000.00	$ -
1	General Capital	Public Safety	52032	Fire Comm Computer Aided Dispatch	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	53001	First Responder Personal Protection Equipment	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	72490	Fire Service Academy, Various Improvements	$ 16,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Public Safety	72491	Fire Service Academy, Admin Building	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety	98130	Countywide Radio System	$ 18,372,035.38	$ -	$ -	$ -	$ -	$ -
		Public Safety				$ 34,600,000.00	$ 9,600,000.00	$ 44,200,000.00	$ 18,700,000.00	$ -
1	General Capital	Roads	60039	Wheatley Road Drainage Improvements, Old Westbury	$ 5,900,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	60042	Middle Neck Road Drainage Improvement	$ 6,280,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	60045	Park Street Drainage Improvements, Atlantic Beach	$ 1,050,000.00	$ 75,000.00	$552,750.00	$ 627,750.00	$ -	$ -
1	General Capital	Roads	60049	Floral Park Drainage Improvements	$ 750,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Roads	60050	Sheridan Avenue, Mineola Drainage Improvements	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61025	Ocean Ave at Merrick Road, Lynbrook	$ 7,235,352.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61078	Guide Rail Replacement Roadways and Bridges	$ 1,284,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61082	Brookside Avenue Improvements, Roosevelt	$ 6,984,209.95	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61083	Horse Hollow Road, Lattingtown	$ 3,760,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61090	Cedar Swamp Road Improvements	$ 4,950,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61091	Grand Avenue, Baldwin	$ 500,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Roads	61100	Long Beach Road Improvement - South Hempstead	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61101	Uniondale Avenue/Front Street Improvements	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61102	Bellmore Ave Rehabilitation	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Roads	61103	Austin Blvd Road Improvement, Island Park	$ 6,900,000.00	$ 4,650,000.00	$ 1,000,000.00	$ 5,650,000.00	$ 7,000,000.00	$ -
1	General Capital	Roads	61105	Merrick Avenue, Merrick Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61106	Stewart Avenue, Bethpage Road Improvements	$ 1,305,000.00	$ 1,695,000.00	$ -	$ 1,695,000.00	$ -	$ -
1	General Capital	Roads	61107	Farmingdale Road Improvements	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61108	East Rockaway Road, East Rockaway Improvements	$ 350,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61109	Branch Boulevard, Woodmere Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61111	Wantagh Avenue, Wantagh Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61112	Jerusalem Avenue, North Merrick Road Improvements	$ 1,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61124	Main Street, East Rockaway Road Improvements	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61125	Manorhaven Boulevard, Manorhaven Road Improvements	$ 3,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61126	Merrick Road, Bellmore Road Improvements	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61127	Westbury Avenue, Westbury Road Improvements	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61570	Remove and Replace Curbs and Sidewalks	$ 5,490,112.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
1	General Capital	Roads	61584	Resurfacing Various County Roads 2003	$ 10,980,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads	61587	Resurfacing Various County Roads	$ 220,650,000.00	$ 22,500,000.00	$28,350,569	$ 50,850,569.00	$ 22,500,000.00	$ -
1	General Capital	Roads	61682	North Main Street, Freeport	$ 5,600,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Roads	6179A	West Shore Road, Mill Neck	$ 54,966,996.00	$ -	$ 6,950,543.00	$ 6,950,543.00	$ -	$ -
		Roads Total				$ 33,420,000.00	$ 36,853,862.00	$ 70,273,862.00	$ 30,500,000.00	$ -
1	General Capital	Technology	97008	DPW Management Information System	$ 1,450,000.00	$ -	$ -	$ -	$ 100,000.00	$ -
1	General Capital	Technology	97013	Integrated Financial System	$ 10,897,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97101	HR, Payroll, and Benefit System	$ 15,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97102	Assessment Cluster Workflow System	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97103	eGovernment	$ 5,250,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Technology	97104	Disaster Recovery Plan	$ 3,515,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97105	Case Management	$ 4,145,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97108	Vehicle Management Inventory System	$ 270,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97109	NIFS Upgrade / ERP System	$ 39,900,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ -	$ -
1	General Capital	Technology	97112	Student Registration System	$ 6,477,475.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97113	Departmental Technology Equipment Replacement	$ 10,650,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 1,000,000.00	$ -
1	General Capital	Technology	97114	Traffic Parking Violations Agency Computer System Replacement	$ 2,050,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Technology	97117	CAMDR	$ 2,950,000.00	$ -	$ -	$ -	$ 500,000.00	$ -
1	General Capital	Technology	97118	Server and Equipment Consolidation	$ 1,635,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97119	Network Infrastructure	$ 12,205,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Technology	97120	Data Center Storage	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97121	ADAPT	$ 6,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ -	$ -
1	General Capital	Technology	97123	Jail Management System	$ 3,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97124	Integrated Information Management System	$ 2,300,000.00	$ 800,000.00	$ -	$ 800,000.00	$ -	$ -
1	General Capital	Technology	97126	Countywide Document Management Program	$ 2,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97127	No Wrong Door Expansion	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97129	Probation Caseload Explorer	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97130	OSCAR	$ 715,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97131	First Responder Support	$ 180,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97132	County Attorney - E-mail Storage	$ 450,000.00	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -
1	General Capital	Technology	97134	Integrated Voice Response System	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97135	VOIP Implementation	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97136	HHS Technology Development and Efficiency Program	$ 3,600,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -
1	General Capital	Technology	97137	County Clerk Records Management System	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Technology	97530	GeoBased Mapping & Information System	$ 15,830,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97531	Tax Base Growth Management	$ 6,494,904.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology	97532	Systematic Review County Assessment System	$ 4,700,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00	$ -	$ -
		Technology Total				$ 12,750,000.00	$ -	$ 12,750,000.00	$ 2,850,000.00	$ -
1	General Capital	Traffic	62017	Traffic Signal Construction & Modification	$ 58,433,892.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ -
1	General Capital	Traffic	62023	South Shore Traffic Signal Improvements	$ 4,200,000.00	$ -	$ -	$ -	$ 3,175,000.00	$ 12,688,000.00
1	General Capital	Traffic	62153	Federal Aid Durable Marking Program	$ 13,824,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 500,000.00	$ -
1	General Capital	Traffic	62154	Traffic Durable Pavement Markings Phase II	$ 1,607,787.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62160	Traffic Computerized Signal System Update	$ 10,413,689.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62161	Old Country Road Signal Heads Phase I	$ 8,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62162	Old Country Road Signal Heads Phase II	$ 5,172,000.00	$ 540,000.00	$ 2,160,000.00	$ 2,700,000.00	$ -	$ -
1	General Capital	Traffic	62175	Variable Message Signs Phase I	$ 5,242,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62181	Traffic Signal Communications Phase II	$ 7,860,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62190	Traffic Peninsula Boulevard Signal Head Replacement	$ 6,580,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62191	Merrick Road Signal Head Replacement	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62194	Traffic Management Center Upgrades	$ 225,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62201	Traffic Calming Improvements	$ 450,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62202	Elmont Road Traffic Safety Improvements	$ 275,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Traffic	62203	Central Avenue, Valley Stream Traffic Safety Improvements	$ 200,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Traffic	62204	Long Beach Road, Island Park Traffic Safety Improvements	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62205	Lakeville Road Traffic Safety Improvements	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62206	Hewlett Traffic Triangle	$ 505,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62207	Jerusalem Avenue, Uniondale Safety Improvements	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62208	Roslyn Road Traffic Modifications	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 3,000,000.00	$ -
1	General Capital	Traffic	62271	Signal System Operation Phase I	$ 1,425,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62272	Signal System Operation Phase II	$ 1,450,800.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62313	Traffic Sign Replacement - Phase V	$ 2,525,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Traffic	62321	LED Traffic Signal Installation Phase I	$ 410,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62322	LED Traffic Signal Installation Phase II	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62453	Traffic Computerized Signal (Hempstead/Atlantic/Forest Avenues)	$ 15,917,066.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62454	Traffic Computerized Signal (Central Ave/Rockaway Turnpike)	$ 25,926,946.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62455	Traffic Signal Expansion Phase V	$ 6,835,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62456	Traffic Signal Expansion Phase VI	$ 5,419,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62457	Traffic Signal Expansion Phase IX	$ 450,000.00	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -
1	General Capital	Traffic	62459	Traffic Signal Expansion Phase III	$ 5,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62500	Traffic Studies	$ 2,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -
1	General Capital	Traffic	62550	Traffic Signal Management System	$ 1,930,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62560	Traffic Incident Management System - Old Country Road	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62562	Incident Management Phase II	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62563	Incident Management Phase III	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62564	Incident Management Phase IV	$ 2,094,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic	62900	Baldwin Complete Streets	$ 800,000.00	$ -	$ -	$ -	$ -	$ -
		Traffic Total				$ 6,440,000.00	$ 2,160,000.00	$ 8,600,000.00	$ 10,425,000.00	$ 12,688,000.00
1	General Capital	Transportation	91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	$ 2,030,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	$ 2,125,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	$ 2,027,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	$ 2,120,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91080	NICE - Alternative Fuel Buses	$ 3,479,442.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91081	NICE - Grant Match	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91082	NICE - Grant Match	$ 755,313.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91083	NICE - Grant Match	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91084	NICE - Grant Match	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91086	NICE - Grant Match	$ -	$ 2,700,000.00	$ -	$ 2,700,000.00	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
1	General Capital	Transportation	91087	NICE - Grant Match	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91088	NICE - Matching Grant	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
1	General Capital	Transportation	91091	Nassau Hub Study	$ 10,074,596.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91092	County Wide Planning Initiative and Study	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	91200	Bus Fleet Refurbishment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	92029	Veterans Memorial Coliseum Reuse EIS	$ 8,100,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	92033	Hub Development Fund	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	92034	Baldwin Downtown Corridor Resiliency Study	$ 800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation	92035	**Nassau Hub Transit Initiative - Final Design**	$ -	$ -	$ -	$ -	$ 3,000,000.00	$ -
1	General Capital	Transportation	92037	**Nassau Hub Parking Lot Improvements**	$ -	$ -	$ 85,000,000.00	$ 85,000,000.00	$ -	$ -
		Total				$ 2,700,000.00	$ 85,000,000.00	$ 87,700,000.00	$ 4,500,000.00	$ -
	General Capital Total					$ 175,594,419.00	$ 174,096,169.00	$ 349,690,588.00	$ 102,244,272.00	$ 12,688,000.00
2	Building Consolidation Program	BCP	90230	County Office Campus Construction	$ 119,400,000.00	$ -	$ -	$ -	$ -	$ -
2	Building Consolidation Program	BCP	90230P	Police and Fire Communications Center	$ 75,760,795.00	$ -	$ -	$ -	$ -	$ -
		BCP Total				$ -	$ -	$ -	$ -	$ -
	Building Consolidation Program Total					$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	30051	SD2 Interceptor Corrosion Survey & Rehabilitation	$ 6,510,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	33991	Health Dept Birches Sewage Collection System	$ 14,959,931.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	33992	Hempstead Harbor Sewer Study	$ 2,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Collection	33993	Seacliff Sewers	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35101	Lateral Sewer Repair	$ 3,850,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35107	East Hills Pump Station Improvements	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35109	Force Mains/Pump Stations Long Beach	$ 4,741,406.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35110	Force Mains/Pump Stations Cedarhurst/Lawrence	$ 32,200,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	3P309	Ray Street Pump Station Improvement	$ 7,750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	3P311	Pump Station Rehabilitation	$ 101,500,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
3	Sewer and Storm Water Resource District	Collection	3P312	Pump Station Upgrades	$ 22,250,000.00	$ 19,000,000.00	$ -	$ 19,000,000.00	$ 16,000,000.00	$ -
3	Sewer and Storm Water Resource District	Collection	98041	SSW Motorized Equipment Replacement	$ 4,950,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
3	Sewer and Storm Water Resource District	Collection	98042	SSW Motorized Equipment Refurbishment	$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
		Collection Total				$ 29,500,000.00	$ -	$ 29,500,000.00	$ 21,500,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	31150	Storm Water Outfall Improvements (Bay Park & Cedar Creek)	$ 2,125,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35100	Bay Park & Cedar Creek Digester Rehabilitation	$ 40,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35102	SSW Buildings Roof Repair	$ 3,500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35108	SSW Building Improvements	$ 4,550,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	35113	Bay Park Total Residual Chlorine Improvement	$ 5,750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35114	Wastewater Facilities Improvements	$ 56,155,000.00	$ 12,000,000.00	$ -	$ 12,000,000.00	$ 11,800,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	35115	Wastewater Facilities Master Plan Design Improvements	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35116	Wastewater Facilities Odor Control Improvements	$ 30,500,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35117	Wastewater Facilities Security Improvements	$ 10,500,000.00	$ 6,250,000.00	$ -	$ 6,250,000.00	$ 6,250,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	35118	Water/Wastewater Facilities Requirements	$ 1,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	35121	Wastewater Facilities Storm Restoration	$ 350,745,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35123	Superstorm Sandy Repair and Mitigation - Bay Park STP and Countywide Collection	$ 468,726,221.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35124	Sandy Mitigation and Hardening Phase II	$ 150,000,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35130	Capital Maintenance	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	$ 52,038,393.00	$ -	$ 5,000,000.00	$ 5,000,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B117	Bay Park Influent Pumping System Upgrade	$ 11,505,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
3	Sewer and Storm Water Resource District	Disposal	3B119	Bay Park Various Buildings and Equipment Modifications	$ 28,749,719.00	$ 237,000.00	$ -	$ 237,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B120	Bay Park Preliminary Treatment Modifications	$ 43,060,411.00	$ 380,836.00	$ -	$ 380,836.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B300	Bay Park Emergency Response Equipment	$ 375,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C055	Cedar Creek Air Flotation Facility Rehabilitation	$ 22,303,527.57	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C057	Cedar Creek Sludge Dewatering Facility Improvement	$ 41,167,298.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C067	Cedar Creek Equipment Replacement	$ 62,226,523.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	99999	Undetermined SSW Project Improvements	$ -	$ -	$ -	$ -	$ 35,250,000.00	$ -
		Disposal Total				$ 43,367,836.00	$ 5,000,000.00	$ 48,367,836.00	$ 59,550,000.00	$ -
3	Sewer and Storm Water Resource District	Storm Water	35103	Various County Parks Pond/Bulkhead Replacement	$ 1,187,500.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35104	Whitney Drain Rehabilitation	$ 3,300,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35106	Rehabilitation of Various Public Works Waterbodies	$ 11,758,467.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35112	Mosquito Control Plan	$ 1,075,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	60046	Fencing at Drainage Facilities Replacement	$ 600,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	60051	Stormwater Basin 272 Fencing Improvements	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80014	Massapequa Creek Stream Flow Improvement	$ 10,501,641.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80016	Stream and Wetlands Restoration	$ 3,715,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80019	Storm Water Pump Stations Construction	$ 8,945,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80042	Groundwater Studies	$ 1,125,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82001	Drainage Stream Corridors Reconstruction	$ 8,128,628.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -
3	Sewer and Storm Water Resource District	Storm Water	82008	Rehabilitation of Storm Water Basins	$ 11,484,878.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County
3	Sewer and Storm Water Resource District	Storm Water	82009	Drainage Facilities Sidewalk Rehabilitation	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82010	Implementation of Storm Water Management Program	$ 5,961,449.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
3	Sewer and Storm Water Resource District	Storm Water	82011	Storm Water Pump Station Upgrade	$ 650,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82014	Horse Brook Drainage Improvements	$ 7,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Storm Water	82015	Five Towns Drainage Improvements	$ 1,135,575.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82016	Barnum Island/Harbor Isle Drainage Improvements	$ 5,950,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82017	Bay Park/ East Rockwaway Drainage Improvemtns	$ 3,430,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82018	Lawson Avenue, East Rockway Backflow Prevention	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82019	Silver Lake Drainage Improvements	$ -	$ -	$ 260,000.00	$ 260,000.00	$ -	$ -
		Storm Water Total				$ 12,450,000.00	$ 260,000.00	$ 12,710,000.00	$ 7,250,000.00	$ -
	Sewer and Storm Water Resource District Total					$ 85,317,836.00	$ 5,260,000.00	$ 90,577,836.00	$ 88,300,000.00	$ -
5	Environmental Bond Act	Environmental Bond Act	9E100	Environmental Bond Act - 2004	$ 51,525,000.00	$ -	$ -	$ -	$ -	$ -
5	Environmental Bond Act	Environmental Bond Act	9E200	Environmental Bond Act - 2006	$ 102,146,500.00	$ -	$ -	$ -	$ -	$ -
		Environmental Bond Act Total				$ -	$ -	$ -	$ -	$ -
	Environmental Bond Act Total					$ -	$ -	$ -	$ -	$ -
	Grand Total					$ 260,912,255.00	$ 179,356,169.00	$ 440,268,424.00	$ 190,544,272.00	$ 12,688,000.00

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,537,682.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,000,000.00)	$ 54,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ (2,000,000.00)	$ 4,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,500,000.00)	$ 6,350,000.00	$ -
$ 5,169,272.00	$ 5,937,478.00	$ -	$ 5,937,478.00	$ -	$ -	$ -	$ 12,461,232.00	$ -	$ 12,461,232.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,100,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,928,445.00	$ -	$ 2,928,445.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,100,000.00	$ 2,100,000.00	$ -	$ 2,100,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 700,000.00	$ 700,000.00	$ -	$ 700,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,053,538.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ -	$ 21,450,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 10,400,000.00	$ -
$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 3,000,000.00	$ -	$ 13,050,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -	$ 5,750,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 5,000,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 5,000,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 2,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,038,239.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,000,000.00)	$ 8,275,023.00	$ -
$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 8,000,000.00	$ -	$ 26,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -	$ 23,950,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 7,870,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 3,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,000,000.00)	$ 112,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300,000.00	$ -	$ 4,400,000.00	$ -
$ 1,100,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ 5,100,000.00	$ -	$ 5,100,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 850,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ (1,217,541.00)	$ 13,850,000.00	$ -
$ 13,269,272.00	$ 14,037,478.00	$ -	$ 14,037,478.00	$ 7,850,000.00	$ -	$ 7,850,000.00	$ 54,089,677.00		$ 391,485,714.00	$ 2,800,000.00
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 1,658,924.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 6,400,000.00	$ -	$26,260,709.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,250,000.00	$ -
$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 500,000.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ -	$ 17,150,000.00	$ -
$ 3,750,000.00	$ 3,750,000.00	$ -	$ 3,750,000.00	$ 3,750,000.00	$ -	$ 3,750,000.00	$ 16,335,119.00	$ -	$35,545,356.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -	$ 4,001,098.30	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 25,000.00	$ -	$ 25,000.00	$ 525,000.00	$ -	$ 2,635,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ (900,000.00)	$ 4,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 650,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (583,000.00)	$ 19,356,625.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -
$ 7,350,000.00	$ 7,100,000.00	$ -	$ 7,100,000.00	$ 7,125,000.00	$ -	$ 7,125,000.00	$ 29,710,119.00		$ 114,257,712.30	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$31,168,838.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,971,795.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,330,000.00	$ 6,330,000.00	$ -	$ 6,330,000.00
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 6,000,000.00	$ -
$ 300,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 1,200,000.00	$ -	$ 5,300,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ (2,500,000.00)	$ 5,800,000.00	$ -
$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 400,000.00	$ -	$ 5,769,436.00	$ -
$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 7,500,000.00	$ -	$ 10,000,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,663,218.00	$ -	$23,447,848.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 3,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,269,921.48)	$ 80,900,351.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,174,412.00	$ -	$ 12,484,912.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,310,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (400,000.00)	$ 400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (185,000.00)	$ 6,885,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (20,000.00)	$ 5,328,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 4,870,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,950,000.00	$ -	$ 17,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 650,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000,000.00	$ -	$ 20,950,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000,000.00	$ -	$ 17,000,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,200,000.00	$ -	$ 11,600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,000,000.00	$ (28,850,000.00)	$ 45,100,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 5,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,251,050.00	$ -	$ 4,751,050.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,800,000.00	$ -	$ 8,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 120,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 760,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 2,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000.00	$ -	$ 4,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ 2,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000,000.00	$ -	$ 6,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -
$ 150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -	$ 29,827,817.00	$ -
$ 150,000.00	$ 150,000.00	$ -	$ 150,000.00	$ 150,000.00	$ -	$ 150,000.00	$ 2,600,000.00	$ -	$26,446,840.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,307,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 455,000.00	$ -	$ 2,455,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,275,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 700,000.00	$ -	$ 830,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,650,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,060,951.00	$ -
$ 5,700,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 22,800,000.00	$ -	$ 70,400,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 5,751,490.00	$ -
$ 11,150,000.00	$ 10,750,000.00	$ -	$ 10,750,000.00	$ 10,750,000.00	$ -	$ 10,750,000.00	$ 114,323,680.00		$ 604,841,366.00	$ 6,330,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000.00	$ (4,735,348.00)	$ 31,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ (2,000,000.00)	$ 5,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,391,905.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,000,000.00)	$ 9,800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,062,107.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (600,000.00)	$ 800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,383,539.69)	$ 4,650,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (357,811.00)	$ 2,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (750,000.00)	$ 5,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 3,668,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (4,753,930.00)	$ 9,330,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,714,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ -	$ 10,171,939.91	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 13,437,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,920,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,875,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (500,000.00)	$ 3,385,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 3,300,000.00	$ -
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ (350,000.00)	$ 5,800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,700,000.00	$ -
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 17,758,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 225,000.00	$ -
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 625,000.00	$ -	$ 1,926,834.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 125,000.00	$ -
$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 12,700,000.00	$ -	$ 22,950,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 4,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (171,900.00)	$ 5,190,488.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00
$ 3,000,000.00	$ 2,250,000.00	$ -	$ 2,250,000.00	$ 2,250,000.00	$ -	$ 2,250,000.00	$ 24,925,000.00	$ (19,602,528.69)	$ 232,030,773.91	$ 2,500,000.00
$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (500,000.00)	$ 53,804,241.00	$ -
$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00		$ 53,804,241.00	$ -
$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 4,859,583.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,425,000.00	$ -
$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 950,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,600,000.00	$ -	$ 48,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,480,000.00)	$ 10,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 17,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,950,000.00)	$ 53,000,000.00	$ -
$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 1,600,000.00	$ -	$9,887,382.00	$ -
$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 15,600,000.00	$ -
$ 850,000.00	$ 850,000.00	$ -	$ 850,000.00	$ 850,000.00	$ -	$ 850,000.00	$ 3,050,000.00	$ -	$ 13,341,342.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (150,000.00)	$ 450,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,700,000.00	$ -	$92,909,379.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,600,000.00	$ -	$4,600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,600,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 2,400,000.00	$ -	$ 2,400,000.00	$ 14,000,000.00	$ -	$ 36,625,000.00	$ -
$ 2,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ 8,500,000.00	$ (300,000.00)	$ 10,800,000.00	$ -
$ 4,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000,000.00	$ (5,490,000.00)	$ 19,490,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ 7,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000.00	$ -	$ 600,000.00	$ -
$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,500,000.00	$ -	$ 8,300,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,900,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ 1,200,000.00	$ -	$ 1,200,000.00
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 850,000.00	$ -	$ 1,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 18,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000.00)	$ 600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (11,245,000.00)	$ 29,617,035.38	$ -
$ 18,700,000.00	$ 6,750,000.00	$ -	$ 6,750,000.00	$ 4,650,000.00	$ -	$ 4,650,000.00	$ 74,300,000.00		$ 433,754,721.38	$ 2,200,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,900,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,280,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 627,750.00	$ (2,122,250.00)	$ 3,800,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,235,352.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (400,000.00)	$ 1,684,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,000,000.00)	$ 9,984,209.95	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 4,560,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,950,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ (4,972,000.00)	$ 6,972,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 4,250,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ 7,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,650,000.00	$ -	$ 19,550,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,695,000.00	$ (4,705,000.00)	$ 7,705,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,900,000.00)	$ 3,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,700,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ (1,509,888.00)	$ 11,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,000.00)	$ 11,050,000.00	$ -
$ 22,500,000.00	$ 22,500,000.00	$ -	$ 22,500,000.00	$ 22,500,000.00	$ -	$ 22,500,000.00	$ 118,350,569.00	$ -	$339,000,569.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ (1,000,000.00)	$ 7,600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,950,543.00	$ -	$ 61,917,539.00	$ -
$ 30,500,000.00	$ 23,500,000.00	$ -	$ 23,500,000.00	$ 23,500,000.00	$ -	$ 23,500,000.00	$ 147,773,862.00		$ 521,188,669.95	$ -
$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 300,000.00	$ -	$ 1,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,897,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 2,600,000.00	$ -
$ -	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ (50,000.00)	$ 7,300,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,515,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,145,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 270,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,100,000.00	$ (9,000,000.00)	$ 50,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,477,475.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 5,000,000.00	$ -	$ 15,650,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,050,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,500,000.00	$ -	$ 4,450,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,635,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 14,205,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 9,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (600,000.00)	$ 3,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000.00	$ (2,400,000.00)	$ 5,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 3,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 715,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 180,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	$ -	$ 750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -
$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 3,000,000.00	$ -	$ 6,600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,830,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,494,904.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ -	$ 8,000,000.00	$ -
$ 2,850,000.00	$ 3,350,000.00	$ -	$ 3,350,000.00	$ 3,350,000.00	$ -	$ 3,350,000.00	$ 22,300,000.00		$ 211,964,379.00	$ 500,000.00
$ 3,250,000.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 13,000,000.00	$ -	$71,433,892.00	$ -
$ 15,863,000.00	$ 3,175,000.00	$ 12,688,000.00	$ 15,863,000.00	$ 3,175,000.00	$ 12,688,000.00	$ 15,863,000.00	$ 47,589,000.00	$ -	$51,789,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,500,000.00	$ -	$ 16,324,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,607,787.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,413,689.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,150,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700,000.00	$ -	$ 7,872,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,242,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,860,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,580,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,750,000.00)	$ 8,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 425,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 275,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (395,000.00)	$ 900,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -
$ 3,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ -	$ 3,300,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,425,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,450,800.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (1,200,000.00)	$ 4,225,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 410,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,917,066.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 26,126,946.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (533,000.00)	$ 7,368,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (770,000.00)	$ 6,189,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -	$ 600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,700,000.00	$ -
$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 4,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,930,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,080,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,080,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,094,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000.00	$ -
$ 23,113,000.00	$ 7,425,000.00	$ 12,688,000.00	$ 20,113,000.00	$ 7,425,000.00	$ 12,688,000.00	$ 20,113,000.00	$ 71,939,000.00		$ 288,818,680.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,030,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,125,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,027,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,120,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,479,442.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (246,687.00)	$ 1,002,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,656,500.00)	$ 5,806,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700,000.00	$ (4,230,000.00)	$ 6,930,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,230,000.00)	$ 4,980,000.00	$ -
$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ (5,500,000.00)	$ 7,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,074,596.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000.00)	$ 2,450,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,100,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000.00	$ -
$ 3,000,000.00	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 85,000,000.00	$ -	$ 85,000,000.00	$ -
$ 4,500,000.00	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 96,200,000.00	$ (17,413,187.00)	$ 159,425,538.00	$ -
$ 114,932,272.00	$ 78,162,478.00	$ 12,688,000.00	$ 90,850,478.00	$ 67,900,000.00	$ 12,688,000.00	$ 80,588,000.00	$ 636,061,338.00		$ 2,926,071,795.54	$ 14,330,000.00
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,000,000.00)	$ 121,400,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 76,760,795.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 198,160,795.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 6,760,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,959,931.00	$ -
$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 17,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (150,000.00)	$ 4,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,250,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,741,406.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,750,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 101,500,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ 16,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000,000.00	$ -	$ 57,250,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -	$ 5,950,000.00	$ -
$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (4,300,000.00)	$ 5,300,000.00	$ -
$ 21,500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 51,500,000.00		$ 264,661,337.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (87,830,000.00)	$ 89,955,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000,000.00	$ -	$ 50,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 4,000,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ (1,450,000.00)	$ 7,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,048,734.00)	$ 10,798,734.00	$ -
$ 11,800,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 43,800,000.00	$ -	$ 99,955,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,961,449.00)	$ 6,711,449.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 31,300,000.00	$ -
$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,500,000.00	$ -	$ 23,000,000.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 3,250,000.00	$ -	$ 5,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,745,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 468,726,221.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -	$ 7,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ 57,038,393.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,505,000.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 237,000.00	$ -	$ 28,986,719.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 380,836.00	$ -	$ 43,441,247.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 375,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 23,103,527.57	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,167,298.00	$ -
$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ (2,500,000.00)	$ 79,726,523.00	$ -
$ 35,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,250,000.00	$ (72,350,000.00)	$ 107,600,000.00	$ -
$ 59,550,000.00	$ 11,250,000.00	$ -	$ 11,250,000.00	$ 11,250,000.00	$ -	$ 11,250,000.00	$ 130,417,836.00		$ 1,679,017,275.57	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (650,000.00)	$ 1,837,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,758,467.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 1,275,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,501,641.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (785,000.00)	$ 4,500,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,945,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,125,000.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ -	$12,128,628.00	$ -
$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ -	$15,484,878.00	$ -

2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,600,000.00	$ -
$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -	$ 6,961,449.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 650,000.00	$ -
$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 22,000,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,809.00)	$ 1,206,384.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,950,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,430,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 260,000.00	$ -	$ 260,000.00	$ -
$ 7,250,000.00	$ 2,250,000.00	$ -	$ 2,250,000.00	$ 2,250,000.00	$ -	$ 2,250,000.00	$ 24,460,000.00	$ (1,505,809.00)	$ 113,863,947.00	$ -
$ 88,300,000.00	$ 13,750,000.00	$ -	$ 13,750,000.00	$ 13,750,000.00	$ -	$ 13,750,000.00	$ 206,377,836.00	$ (182,945,992.00)	$ 4,019,339,008.14	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 51,525,000.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,146,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 153,671,500.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 153,671,500.00	$ -
$ 203,232,272.00	$ 91,912,478.00	$ 12,688,000.00	$ 104,600,478.00	$ 81,650,000.00	$ 12,688,000.00	$ 94,338,000.00	$ 842,439,174.00		$ 5,335,446,650.11	$ 14,330,000.00

Lifetime TotalA
$ 5,537,682.00
$ 54,000,000.00
$ 4,750,000.00
$ 6,350,000.00
$ 12,461,232.00
$ 2,100,000.00
$ 2,928,445.00
$ 2,100,000.00
$ 700,000.00
$ 3,053,538.00
$ 21,450,000.00
$ 10,400,000.00
$ 13,050,000.00
$ 5,750,000.00
$ 5,000,000.00
$ 5,000,000.00
$ 5,000,000.00
$ 2,500,000.00
$ 16,038,239.00
$ 3,800,000.00
$ 8,275,023.00
$ 26,400,000.00
$ 23,950,000.00
$ 7,870,000.00
$ 3,500,000.00
$ 112,000,000.00
$ 6,800,000.00
$ 6,250,000.00
$ 4,400,000.00
$ 5,100,000.00
$ 850,000.00
$ 13,850,000.00
$ 396,214,159.00
$ 1,658,924.00

Lifetime TotalA
$ 26,260,709.00
$ 1,250,000.00
$ 500,000.00
$ 500,000.00
$ 17,150,000.00
$ 35,545,356.00
$ 4,001,098.30
$ 2,635,000.00
$ 4,500,000.00
$ 650,000.00
$ 19,356,625.00
$ 250,000.00
$ 114,257,712.30
$ 31,168,838.00
$ 18,971,795.00
$ 6,330,000.00
$ 6,000,000.00
$ 5,300,000.00
$ 5,800,000.00
$ 5,769,436.00
$ 10,000,000.00
$ 23,447,848.00
$ 1,750,000.00
$ 3,000,000.00
$ 40,000,000.00
$ 80,900,351.00
$ 12,484,912.00
$ 12,310,000.00
$ 9,400,000.00
$ 400,000.00
$ 6,885,000.00
$ 5,328,000.00
$ 1,500,000.00
$ 4,870,000.00
$ 17,500,000.00
$ 650,000.00
$ 20,950,000.00
$ 17,000,000.00

Lifetime TotalA
$ 1,000,000.00
$ 11,600,000.00
$ 7,200,000.00
$ 45,100,000.00
$ 5,000,000.00
$ 4,751,050.00
$ 4,000,000.00
$ 8,000,000.00
$ 600,000.00
$ 120,000.00
$ 1,000,000.00
$ 1,400,000.00
$ 760,000.00
$ 2,500,000.00
$ 500,000.00
$ 4,500,000.00
$ 1,200,000.00
$ 2,400,000.00
$ 2,000,000.00
$ 500,000.00
$ 5,000,000.00
$ 1,200,000.00
$ 6,000,000.00
$ 1,000,000.00
$ 500,000.00
$ 2,000,000.00
$ 29,827,817.00
$ 26,446,840.00
$ 6,307,500.00
$ 2,455,000.00
$ 2,275,000.00
$ 500,000.00
$ 830,000.00
$ 500,000.00
$ 1,650,000.00
$ 3,060,951.00
$ 70,400,000.00

Lifetime TotalA
$ 200,000.00
$ 5,751,490.00
$ 617,751,828.00
$ 31,400,000.00
$ 5,750,000.00
$ 13,391,905.00
$ 9,800,000.00
$ 1,062,107.00
$ 800,000.00
$ 4,650,000.00
$ 2,500,000.00
$ 200,000.00
$ 2,600,000.00
$ 2,400,000.00
$ 5,500,000.00
$ 3,668,000.00
$ 9,330,000.00
$ 13,714,000.00
$ 10,171,939.91
$ 13,437,000.00
$ 7,920,000.00
$ 4,875,000.00
$ 3,385,000.00
$ 3,300,000.00
$ 5,800,000.00
$ 1,700,000.00
$ 17,758,500.00
$ 500,000.00
$ 225,000.00
$ 1,926,834.00

Lifetime TotalA
$ 4,000,000.00
$ 125,000.00
$ 22,950,000.00
$ 2,000,000.00
$ 2,500,000.00
$ 4,500,000.00
$ 5,190,488.00
$ 6,000,000.00
$ 4,500,000.00
$ 2,000,000.00
$ 500,000.00
$ 2,500,000.00
$ 234,530,773.91
$ 53,804,241.00
$ 53,804,241.00
$ 4,859,583.00
$ 1,425,000.00
$ 950,000.00
$ 48,000,000.00
$ 450,000.00
$ 600,000.00
$ 10,200,000.00
$ 17,200,000.00
$ 53,000,000.00
$ 9,887,382.00
$ 15,600,000.00
$ 13,341,342.00
$ 450,000.00
$ 18,000,000.00
$ 92,909,379.00
$ 4,600,000.00
$ 1,600,000.00

Lifetime TotalA
$ 36,625,000.00
$ 10,800,000.00
$ 19,490,000.00
$ 1,750,000.00
$ 1,500,000.00
$ 1,000,000.00
$ 7,500,000.00
$ 600,000.00
$ 8,300,000.00
$ 1,500,000.00
$ 2,900,000.00
$ 1,000,000.00
$ 1,400,000.00
$ 1,200,000.00
$ 1,250,000.00
$ 1,200,000.00
$ 500,000.00
$ 18,750,000.00
$ 600,000.00
$ 29,617,035.38
$ 440,554,721.38
$ 5,900,000.00
$ 6,280,000.00
$ 3,800,000.00
$ 1,750,000.00
$ 2,000,000.00
$ 7,235,352.00
$ 1,684,000.00
$ 9,984,209.95
$ 4,560,000.00
$ 4,950,000.00
$ 6,972,000.00
$ 300,000.00
$ 3,500,000.00
$ 4,250,000.00

Lifetime TotalA
$ 19,550,000.00
$ 500,000.00
$ 7,705,000.00
$ 2,000,000.00
$ 3,250,000.00
$ 500,000.00
$ 500,000.00
$ 1,700,000.00
$ 1,000,000.00
$ 3,000,000.00
$ 1,000,000.00
$ 1,000,000.00
$ 750,000.00
$ 11,000,000.00
$ 11,050,000.00
$ 339,000,569.00
$ 7,600,000.00
$ 61,917,539.00
$ 535,188,669.95
$ 1,750,000.00
$ 10,897,000.00
$ 15,000,000.00
$ 2,600,000.00
$ 7,300,000.00
$ 3,515,000.00
$ 4,145,000.00
$ 270,000.00
$ 50,000,000.00
$ 6,477,475.00
$ 15,650,000.00
$ 2,050,000.00

Lifetime TotalA
$ 4,450,000.00
$ 1,635,000.00
$ 14,205,000.00
$ 1,200,000.00
$ 9,000,000.00
$ 3,750,000.00
$ 5,500,000.00
$ 3,000,000.00
$ 6,250,000.00
$ 750,000.00
$ 715,000.00
$ 180,000.00
$ 750,000.00
$ 500,000.00
$ 3,500,000.00
$ 6,600,000.00
$ 500,000.00
$ 15,830,000.00
$ 6,494,904.00
$ 8,000,000.00
$ 212,464,379.00
$ 71,433,892.00
$ 51,789,000.00
$ 16,324,000.00
$ 1,607,787.00
$ 10,413,689.00
$ 8,150,000.00
$ 7,872,000.00
$ 5,242,500.00
$ 7,860,000.00
$ 6,580,000.00
$ 8,250,000.00
$ 425,000.00
$ 450,000.00
$ 275,000.00

Lifetime TotalA
$ 400,000.00
$ 200,000.00
$ 150,000.00
$ 900,000.00
$ 250,000.00
$ 3,300,000.00
$ 1,425,000.00
$ 1,450,800.00
$ 4,225,000.00
$ 410,000.00
$ 2,500,000.00
$ 15,917,066.00
$ 26,126,946.00
$ 7,368,000.00
$ 6,189,000.00
$ 600,000.00
$ 5,700,000.00
$ 4,750,000.00
$ 1,930,000.00
$ 1,500,000.00
$ 2,080,000.00
$ 2,080,000.00
$ 2,094,000.00
$ 800,000.00
$ 289,018,680.00
$ 2,030,000.00
$ 2,125,500.00
$ 2,027,500.00
$ 2,120,000.00
$ 3,479,442.00
$ 1,000,000.00
$ 1,002,000.00
$ 5,000,000.00
$ 5,806,500.00
$ 6,930,000.00

Lifetime TotalA
$ 4,980,000.00
$ 7,000,000.00
$ 10,074,596.00
$ 2,450,000.00
$ 500,000.00
$ 8,100,000.00
$ 2,000,000.00
$ 800,000.00
$ 7,000,000.00
$ 85,000,000.00
$ 159,425,538.00
$ 3,053,210,702.54
$ 121,400,000.00
$ 76,760,795.00
$ 198,160,795.00
$ 198,160,795.00
$ 6,760,000.00
$ 14,959,931.00
$ 17,000,000.00
$ 4,000,000.00
$ 4,000,000.00
$ 3,250,000.00
$ 4,741,406.00
$ 32,200,000.00
$ 7,750,000.00
$ 101,500,000.00

Lifetime TotalA
$ 57,250,000.00
$ 5,950,000.00
$ 5,300,000.00
$ 264,661,337.00
$ 89,955,000.00
$ 50,000,000.00
$ 4,000,000.00
$ 7,000,000.00
$ 10,798,734.00
$ 99,955,000.00
$ 6,711,449.00
$ 31,300,000.00
$ 23,000,000.00
$ 5,000,000.00
$ 350,745,000.00
$ 468,726,221.00
$ 150,000,000.00
$ 7,000,000.00
$ 57,038,393.00
$ 11,505,000.00

Lifetime TotalA
$ 28,986,719.00
$ 43,441,247.00
$ 375,000.00
$ 23,103,527.57
$ 41,167,298.00
$ 79,726,523.00
$ 107,600,000.00
$ 1,697,135,111.57
$ 1,837,500.00
$ 3,300,000.00
$ 11,758,467.00
$ 1,275,000.00
$ 600,000.00
$ 150,000.00
$ 10,501,641.00
$ 4,500,000.00
$ 8,945,000.00
$ 1,125,000.00
$ 12,128,628.00
$ 15,484,878.00

Lifetime TotalA
$ 1,600,000.00
$ 6,961,449.00
$ 650,000.00
$ 22,000,000.00
$ 1,206,384.00
$ 5,950,000.00
$ 3,430,000.00
$ 200,000.00
$ 260,000.00
$ 113,863,947.00
$ 2,075,660,395.57
$ 51,525,000.00
$ 102,146,500.00
$ 153,671,500.00
$ 153,671,500.00
$ 5,480,703,393.11

PROPOSED ORDINANCE NO. 72- 2017

AN ORDINANCE AMENDING AN ORDINANCE ALLOWING TERMINATION PAY TO BE PAID IN A SINGLE INSTALLMENT FOR CERTAIN OFFICERS AND EMPLOYEES

WHEREAS, this Legislature in 2009 saw fit to allow certain officer and employee who ended their service to the County during the previous administration to receive their termination money in one installment, and

WHEREAS, it is fitting and proper that this option be extended such officers and employees in ALL administrations; now, therefore,

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

Section 1. Section 1 of Ordinance No. 249-A-2009 "an Ordinance allowing termination pay to be paid in a single installment for certain officers and employees" is amended to read as follow:

Notwithstanding subdivision (d) of section 3.6 of Ordinance No. 543-1995, as last amended by Ordinance No. 193-2007, officers and employees who are not members of any County collective bargaining unit and who separate from County service may, at their option, elect to receive termination monies in one installment not later than thirty days from the date of separation rather than in the manner provided in such section.

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

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

§3. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

JUNE 5, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
238-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY. 238-17(OMB)
239-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES, AND EXTEND LOCAL GOVERNMENT ASSISTANCE PROGRAMS IN NASSAU COUNTY. 239-17(OMB)
243-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 243-17 (OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE ADDENDUM

JUNE 5, 2017 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe – Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
238-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY. 238-17 (OMB)
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243-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 243-17 (OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE ADDENDUM

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
243-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 243-17 (OMB)

Nassau County

Office of Purchasing

Staff Summary A-17-2017

Subject: Police Pistols (S/B # 68052-04126-029, BPNC16000111)	Date: March 15, 2017
Department: Office of Purchasing	Vendor Name: Atlantic Tactical, Inc.
Department Head Name: Eric Naughton	Contract Number A-17-2017
Department Head Signature	Contract Manager Name Anette Sullivan, Buyer

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	5/12/17	Counsel to C.E.
	Budget	5/12/17	County Atty.
5/23/17	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC16000111 for Police Pistols for the Nassau County Police Academy has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since June 1, 2016 and based on 2016 usage has reached a spending level that requires oversight. The solicitation was advertised in Newsday and posted to the Nassau County Solicitation Board where four (4) vendors viewed the bid documents. One (1) bid was received.

Impact on Funding: Estimated annual usage exceeding One Hundred Thousand Dollars ($100,000.00) from 2017 general operating funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with Atlantic Tactical, Inc. as the lowest responsible bidder meeting specifications.

APPROVED: 5/15/17 (DATE)

INSURANCE

2017 MAY 24 P 12:12

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-17-2017**

FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: MARCH 20, 2017

SUBJECT: RESOLUTION–NASSAU COUNTY POLICE ACADEMY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED ANNUAL USAGE TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE ACADEMY TO ATLANTIC TACTICAL, INC. MEETING SPECIFICATIONS FOR PISTALS FOR NASSAU COUNTY POLICE ACADEMY.

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

ERIC NAUGHTON
DCE SHARED SERVICES

MS: br
ENCL:
(1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE ACADEMY AND ATLANTIC TACTICAL, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #68052-04126-029 for Police Pistols for the Nassau County Police Academy as more particularly described in the bid document; and

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

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

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Atlantic Tactical, Inc.

Dated: 05/08/2017

Signed:

Print Name: Sean Conville

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

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

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

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

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:

NONE

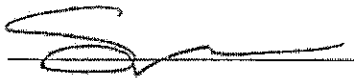
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 04/27/2017

Signed: 

Print Name: Sean Conville

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sean Conville

   Date of birth 05 / 28 / 1972

   Home address 2380 Wood Stream Way

   City/state/zip Enola, PA 17025

   Business address 763 Corporate Circle

   City/state/zip New Cumberland, PA 17070

   Telephone 717-774-3339

   Other present address(es) See attached list of business addresses

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 01 / 20 / 2015 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

Corporate Address

763 Corporate Circle

New Cumberland, PA 17070

Corporate Retail Location

772 Corporate Circle

New Cumberland, PA 17070

Philadelphia PA Retail Location

7970 State Road

Philadelphia, PA 19136

New Jersey Retail Location

14 Worlds Fair Drive

Unit H

Somerset, NJ 08873

New York Retail Location

72-25 Queens Blvd

Woodside, NY 11377

Massachusetts Retail Location

379 University Ave

Westwood, MA 02090

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Conville, 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 21st day of April 20 17

Notary Public

Commonwealth of Pennsylvania
Notarial Seal
CYNTHIA M SNEATH - Notary Public
Springettsbury TWP, York County
My Commission Expires Feb 14, 2021

Atlantic Tactical, Inc.
Name of submitting business

Sean Conville
Print name

Signature

President
Title

04 / 21 / 2017
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Julio Salvador
   Date of birth 11 / 27 / 1966
   Home address 944 Alhambra Drive South
   City/state/zip Jacksonville, FL 32207
   Business address 13386 International Parkway
   City/state/zip Jacksonville, FL 32218
   Telephone (800_ 347-1200
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 01 / 20 / 2015
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES X If Yes, provide details.
   See Attached

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES", if you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Julio Salvador, 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 14th day of April 2017

Robyn W. Sloan
Notary Public

ROBYN W. SLOAN
MY COMMISSION # GG 000454
EXPIRES: July 17, 2020
Bonded Thru Budget Notary Services

Atlantic Tactical, Inc.
Name of submitting business

Julio Salvador
Print name

Julio Salvador
Signature

Secretary
Title

04 / 14 /2017
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

Atlantic Tactical, Inc.
SUPPLEMENT TO THE ADDITIONAL INFORMATION REQUIRED – DISCLOSURE FORMS
FORMAL SELAED BID 68052-04125-029
PRINCIPAL QUESTIONNAIRE FOR JULIO SALVADOR

Question 5 – Within the past three (3) years, have you been a principal owner or officer of any entity other than the one submitting the questionnaire?

Atlantic Tactical, Inc. (Submitting Vendor)
763 Corporate Circle
New Cumberland, Pennsylvania 17070
23-2082171
Secretary
01/20/2015 to Present

Safariland, LLC
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
59-2044869
Secretary
07/27/2012 to Present

Safariland Global Sourcing, LLC
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
20-8130578
Secretary
07/27/2012 to Present

Mustang Survival Holdings, Inc.
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
91-1981228
Secretary
03/22/2013 to Present

Mustang Survival, Inc.
1215 Old Fairhaven Parkway, Suite C, Bellingham, WA 98225
(904) 741-1728
91-1243683
Secretary
03/22/2013 to Present

Mustang Survival Mfg, Inc.
190 General Woods Drive, Spencer, WV 25276
(904) 741-1728
55-0767578
Secretary
03/22/2013 to Present

Sencan Holdings, LLC
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
46-3966866
Secretary
08/30/2013 to Present

Med-Eng, LLC
103 Tulloch Drive, Ogdensburg, NY 13669
(904) 741-1728
20-1942573
Secretary
09/20/2013 to Present

Tactical Command Industries, Inc.
2150 Elkins Way, Brentwood, CA 94513
(904) 741-1728
68-0468274
Secretary
09/30/2013to Present

Mustang Survival ULC
7525 Lowland Drive, Burnaby, British Columbia, Canada V5J 5L1
(904) 741-1728
890436165 RCO004 (Canada) / FEIN: 98-1110237 (US)
Secretary
04/18/2013to Present

Sencan Limited
20-22 Bedford Row, London
(904) 741-1728
Company Number: 8667034
Secretary
08/30/2013 to Present

Med-Eng Holdings ULC
2400 St. Laurent Blvd., Ottawa, Ontario, K1G 6C4 Canada
(904) 741-1728
845579770 RC 0001 (Canada)
Secretary
10/01/2014to Present

Vievu, LLC
645 Elliott Avenue W, Suite #370, Seattle, WA 98119
888-285-4548
26-0720799
Secretary
06/25/2015 to Present

Safariland Distribution, LLC
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
N/A
Secretary
10/30/2015 to Present

Rogers Holster Co., LLC
3041 Faye Road, Jacksonville, Florida 32226
(904) 646-0141
51-0468817
Secretary
09/29/2015to 12/31/2016

HolsterOps, LLC
3041 Faye Road, Jacksonville, Florida 32226
(904) 646-0141
51-0468817
Secretary
09/25/2015 to 12/31/2016

GH Armor Systems, Inc.
1 Sentry Drive, Dover, TN 37058
(866) 290-5940
Secretary
12/22/2016 to Present

Lawmen's Distribution, LLC
3319 Anvil Place, Raleigh, North Carolina 27603
(919) 779-6141
47-5281115
Secretary
10/30/2015 to Present

United Uniform Distribution, LLC
13386 International Parkway, Jacksonville, FL 32218
(904) 741-1728
81-0867283
Secretary
12/15/2015 to Present

TSG UK Investment Holdings Limited
20-22 Bedford Row, London, United Kingdom, WC1R 4JS
Secretary
11/14/2016 to Present

Question 6 – Has any governmental agency 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?

The companies listed in Section 5 have had in excess of 50 contracts with state and local government agencies in the past 3 years.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Scott Harris
   Date of birth 10 / 05 / 1951
   Home address 87 Sea Winds Lane East
   City/state/zip Ponte Vedra Beach, FL 32082
   Business address 13386 International Parkway
   City/state/zip Jacksonville, FL 32218
   Telephone (800) 347-1200
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer 08 / 16 / 2016 Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES X If Yes, provide details.
   See Attached

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ . If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott Harris, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of April 2017

Robyn W. Sloan
Notary Public

ROBYN W. SLOAN
MY COMMISSION # GG 000454
EXPIRES: July 17, 2020
Bonded Thru Budget Notary Services

Atlantic Tactical, Inc.
Name of submitting business

Scott Harris
Print name

Signature

Chief Financial Officer
Title

04 / 17 / 2017
Date

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

ATTACHMENT 1

Atlantic Tactical, Inc. - SUPPLEMENT TO THE ADDITIONAL INFORMATION REQUIRED – DISCLOSURE FORMS – FORMAL SELAED BID 68052-04126-029
PRINCIPAL QUESTIONNAIRE FOR SCOTT F. HARRIS

Question 5 – Within the past three (3) years, have you been a principal owner or officer of any entity other than the one submitting the questionnaire?

Entity:	**Atlantic Tactical, LLC (Submitting Vendor)**
Address:	772 Corporate Cir, New Cumberland, PA, 17070-2349
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Chief Financial Officer
Associated Dates:	October 26, 2016 – Present

Entity:	**Maui Acquisition Corp.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	38-3873146
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Safariland Global Sourcing, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-8130578
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Safariland Internacional, S.A. de C.V.**
Address:	Camino Vecinal 20662, Col. Murua Oriente, Tijuana, BC, Mexico 22465
Telephone Number:	(664) 134-4700
EIN/TIN/SSN:	SIN971030H82
Title:	Chief Financial Officer
Associated Dates:	05/20/2016-present

Entity:	**Vievu, LLC**
Address:	645 Elliott Ave., Suite #370, Seattle, WA 98119
Telephone Number:	(888) 285-4548
EIN/TIN/SSN:	26-0720799
Title:	Chief Financial Officer
Associated Dates:	05/25/2015-present

Entity:	**Horsepower, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-2087204
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

ATTACHMENT 1
(continued)

Entity:	**Mustang Survival Holdings, Inc.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1981228
Title:	President
Associated Dates:	09/01/2014-present

Entity:	**Mustang Survival, Inc.**
Address:	1215 Old Fairhaven Parkway, Suite C, Bellingham, WA 98225
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1243683
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Mustang Survival Mfg, Inc.**
Address:	190 General Woods Drive, Spencer, WV 25276
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	55-0767578
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Sencan Holdings, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-3966866
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Med-Eng, LLC**
Address:	103 Tulloch Drive, Ogdensburg, NY 13669
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-1942573
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Tactical Command Industries, Inc.**
Address:	2150 Elkins Way, Brentwood, CA 94513
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	68-0468274
Title:	Chief Financial Officer
Associated Dates:	09/01/2014-present

Entity:	**Med-Eng Holdings ULC**
Address:	2400 St. Laurent Blvd., Ottawa, Ontario, K1G 6C4 Canada
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	84557 9770 RC 0001 (Canada)
Title:	Chief Financial Officer
Associated Dates:	10/01/2014-present

ATTACHMENT 1
(continued)

Entity:	**Safariland, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-5400
EIN/TIN/SSN:	59-2044869
Title:	Chief Financial Officer
Associated Dates:	08/19/2014-present

Entity:	**Safariland Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	N/A
Title:	Chief Financial Officer
Associated Dates:	10/30/2015-present

Entity:	**Rogers Holster Co., LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Chief Financial Officer
Associated Dates:	09/29/2015- December 31, 2016

Entity:	**HolsterOps, LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Chief Financial Officer
Associated Dates:	09/25/2015- December 31, 2016

Entity:	**Lawmen's Distribution, LLC**
Address:	3319 Anvil Place, Raleigh, North Carolina 27603
Telephone Number:	(919) 779-6141
EIN/TIN/SSN:	47-5281115
Title:	Chief Financial Officer
Associated Dates:	10/30/2015-present

Entity:	**United Uniform Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	81-0867283
Title:	Chief Financial Officer
Associated Dates:	12/15/2015-present

Entity:	**Atlantic Tactical of New Jersey, Inc.**
Address:	14H World's Fair Drive, Somerset, NJ 08873
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Chief Financial Officer
Associated Dates:	October 26, 2016 – December 31, 2016

ATTACHMENT 1
(continued)

Entity:	**GH Armor Systems, Inc.**
Address:	1 Sentry Drive, Dover, TN 37058
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Chief Financial Officer
Associated Dates:	December 22, 2016 – present

Question 6 – Has any governmental agency 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?

The companies listed in Section 5 have had in excess of 50 contracts with state and local government agencies in the past 5 years.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Warren B. Kanders
   Date of birth 11 / 01 / 1957
   Home address 21 Dairy Road
   City/state/zip Greenwich, CT 06830
   Business address One Landmark Square, Suite 1730
   City/state/zip Stamford, CT 06901
   Telephone (203) 552-9600
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Director 01/20/2015

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X ; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES X If Yes, provide details.
   See Attached

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Warren B. Kanders, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of May 2017

Patricia Bennett
Notary Public

PATRICIA BENNETT
Notary Public, State of New York
No. 01BE6202723
Qualified in Richmond County
Commission Expires March 23, 2021

Atlantic Tactical, Inc.
Name of submitting business

Warren B. Kanders
Print name

Warren B Kanders
Signature

Director
Title

5 / 3 / 17
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

ATTACHMENT 1

Atlantic Tactical, Inc.
SUPPLEMENT TO THE ADDITIONAL INFORMATION REQUIRED – DISCLOSURE FORMS
FORMAL SELAED BID 68052-04126-029
PRINCIPAL QUESTIONNAIRE FOR WARREN B. KANDERS

Question 5 – Within the past three (3) years, have you been a principal owner or officer of any entity other than the one submitting the questionnaire?

Entity:	**Atlantic Tactical, Inc. (Submitting Vendor)**
Address:	772 Corporate Cir, New Cumberland, PA, 17070-2349
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	01/20/2015 – Present

Entity:	**Maui Acquisition Corp.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	38-3873146
Title:	Director/CEO
Associated Dates:	01/27/2012 - Present

Entity:	**Safariland Global Sourcing, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-8130578
Title:	CEO/Manager
Associated Dates:	07/27/2012 - Present

Entity:	**Vievu, LLC**
Address:	645 Elliott Ave., Suite #370, Seattle, WA 98119
Telephone Number:	(888) 285-4548
EIN/TIN/SSN:	26-0720799
Title:	Manager
Associated Dates:	06/25/2015 - Present

Entity:	**Horsepower, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-2087204
Title:	Manager & CEO
Associated Dates:	03/21/2013 - Present

Entity:	**Mustang Survival Holdings, Inc.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1981228
Title:	Director/CEO
Associated Dates:	03/22/2013 - Present

ATTACHMENT 1
(continued)

Entity:	**Mustang Survival, Inc.**
Address:	1215 Old Fairhaven Parkway, Suite C, Bellingham, WA 98225
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1243683
Title:	Director/CEO
Associated Dates:	03/22/2013 - Present

Entity:	**Mustang Survival Mfg, Inc.**
Address:	190 General Woods Drive, Spencer, WV 25276
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	55-0767578
Title:	Director/CEO
Associated Dates:	03/22/2013 - Present

Entity:	**Sencan Holdings, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-3966866
Title:	Manager/CEO
Associated Dates:	08/30/2013 - Present

Entity:	**Med-Eng, LLC**
Address:	103 Tulloch Drive, Ogdensburg, NY 13669
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-1942573
Title:	Manager/CEO
Associated Dates:	09/20/2013 - Present

Entity:	**Tactical Command Industries, Inc.**
Address:	2150 Elkins Way, Brentwood, CA 94513
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	68-0468274
Title:	Director/CEO
Associated Dates:	09/01/2014 - Present

Entity:	**Med-Eng Holdings ULC**
Address:	2400 St. Laurent Blvd., Ottawa, Ontario, K1G 6C4 Canada
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	84557 9770 RC 0001 (Canada)
Title:	Director/CEO
Associated Dates:	09/20/2013 - Present

Entity:	**Safariland, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-5400
EIN/TIN/SSN:	59-2044869
Title:	Director/CEO
Associated Dates:	07/27/2012 - Present

ATTACHMENT 1
(continued)

Entity:	**Safariland Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	N/A
Title:	Manager
Associated Dates:	10/30/2015 - Present

Entity:	**Rogers Holster Co., LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Manager
Associated Dates:	09/29/2015 - December 31, 2016

Entity:	**HolsterOps, LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Manager
Associated Dates:	09/25/2015- December 31, 2016

Entity:	**Lawmen's Distribution, LLC**
Address:	3319 Anvil Place, Raleigh, North Carolina 27603
Telephone Number:	(919) 779-6141
EIN/TIN/SSN:	47-5281115
Title:	Manager
Associated Dates:	10/30/2015 - Present

Entity:	**United Uniform Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	81-0867283
Title:	Manager
Associated Dates:	12/15/2015 - Present

Entity:	**Atlantic Tactical of New Jersey, Inc.**
Address:	14H World's Fair Drive, Somerset, NJ 08873
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	01/20/2015 – 12/31/2016

Entity:	**GH Armor Systems, Inc.**
Address:	1 Sentry Drive, Dover, TN 37058
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	12/22/2016 – Present

ATTACHMENT 1
(continued)

Entity:	**Pacific Safety Products, Inc.**
Address:	124 Fourth Avenue, Arnprior, ON K7S 0A9
Telephone Number:	(613) 623-6001
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	12/22/2016 - Present

Entity:	**TSG UK Investment Holdings Limited**
Address:	20-22 Bedford Row, London, United Kingdom, WC1R 4JS
Title:	Director
Associated Dates:	11/14/2016 – Present

Entity:	**Mustang Survival ULC**
Address:	7525 Lowland Drive, Burnaby, British Columbia, Canada V5J 5L1
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	TIN: 89043 6165 RC0004 (Canada) / FEIN: 98-1110237 (US)
Title:	CEO
Associated Dates:	04/18/2013-present

Entity:	**Sencan Limited**
Address:	20-22 Bedford Row, London
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	Company Number: 8667034
Title:	CEO
Associated Dates:	08/28/2013-present

Entity:	**Black Diamond, Inc. (formerly Clarus Corporation)**
Address:	2084 East 3900 South, Salt Lake City, UT 84212
Telephone Number:	(801) 278-5552
EIN/TIN/SSN:	58-1972600
Title:	Executive Chairman
Associated Dates:	June 2002 - present

Entity:	**Kanders and Company, Inc.**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	52-1688952
Title:	President and Stockholder
Associated Dates:	November 1989 - present

Entity:	**Kanders Aviation, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	81-0557090
Title:	President
Associated Dates:	May 2002 - present

ATTACHMENT 1
(continued)

Entity:	**Kanders GMP Holdings, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-2123983
Title:	President and Member
Associated Dates:	March 2008 – present

Entity:	**Kanders SAF, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	45-5111361
Title:	Member
Associated Dates:	April 2012- present

Entity:	**Langer Partners LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	06-1604198
Title:	Member
Associated Dates:	December 2000 - present

Entity:	**Maui Holdings, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	80-0824005
Title:	President
Associated Dates:	June 2012 – present

Entity:	**Sunny Hill LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	83-0501079
Title:	Member
Associated Dates:	December 2007 - present

Entity:	**Kanders CCP Holdings, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-1539767
Title:	Member
Associated Dates:	December 2007 - present

ATTACHMENT 1
(continued)

Entity:	**Kanders Florida Holdings Inc.**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	58-2210921
Title:	President and Stockholder
Associated Dates:	December 1995 – present

Entity:	**Kanders LM, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-1738101
Title:	Member
Associated Dates:	January 2008 - present

Entity:	**MH2009, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	27-1278414
Title:	Member
Associated Dates:	November 2009 - present

Entity:	**Three Trees LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	20-3493395
Title:	Member
Associated Dates:	February 2006 - present

Entity:	**Chapparal Five LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-2842849
Title:	Member
Associated Dates:	June 2008 – Present

Entity:	**MS 4610 LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-2401810
Title:	Member
Associated Dates:	April 2008 – Present

ATTACHMENT 1
(continued)

Entity:	The Ponds, LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	26-2842757
Title:	Member
Associated Dates:	June 2008 – Present

Entity:	Clarus LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	27-5158858
Title:	Member
Associated Dates:	March 2011 – Present

Entity:	16 West 12th Holdings LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	45-4551426
Title:	Member
Associated Dates:	January 2012 – Present

Entity:	Kanders C3 Holdings, LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	46-1426811
Title:	President
Associated Dates:	November 2012 - Present

Entity:	Kanders MK, LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	47-3521545
Title:	Member
Associated Dates:	March 2015 – Present

Entity:	MK Acquisition, LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	47-3575266
Title:	President
Associated Dates:	March 2015 – Present

Entity:	MK-K, LLC
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	37-1781032
Title:	President
Associated Dates:	March 2015 – Present

ATTACHMENT 1
(continued)

Entity:	**Monticello Assocles LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	
Title:	Member
Associated Dates:	February 2015 – Present

Entity:	**DHS Technologies Holding, LLC (formerly DHS Technologies Holding Corp.)**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	
Title:	President
Associated Dates:	December 2012 – Present

Entity:	**DHS Technologies LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	20-1295972
Title:	Executive Chairman
Associated Dates:	December 2012 – Present

Entity:	**DHS Systems LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	13-3862638
Title:	Executive Chairman
Associated Dates:	December 2012 – Present

Entity:	**DHS Services Corp.**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	20-4404642
Title:	Executive Chairman
Associated Dates:	December 2012 – Present

Entity:	**Personal Care Group, Inc. (formerly PC Group, Inc.)**
Address:	245 Fifth Avenue, Suite 2201, New York, NY 10016
Telephone Number:	(212) 687-3260
EIN/TIN/SSN:	11-2239561
Title:	Director
Associated Dates:	November 2004 - present

ATTACHMENT 1
(continued)

Entity:	**SBIDF, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	27-0592080
Title:	Manager
Associated Dates:	July 2009 - present

Entity:	**Kanders Foundation, Inc.**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	65-0124714
Title:	Director
Associated Dates:	April 1989 - present

Entity:	**Apogee 801 LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	81-5475113
Title:	Manager and member
Associated Dates:	February 2017 - present

Entity:	**Kanders Carve, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	81-3738929
Title:	Manager and member
Associated Dates:	August 2016 - present

Entity:	**Carve Designs Holdings, LLC**
Address:	One Landmark Square, Suite 1730, Stamford, CT 06901
Telephone Number:	(203) 552-9600
EIN/TIN/SSN:	81-3770767
Title:	Manager
Associated Dates:	August 2016 - present

Entity:	**Carve Designs, Inc.**
Address:	55 La Goma Street, Suite 100, Mill Valley, CA 94941
Telephone Number:	
EIN/TIN/SSN:	
Title:	Director
Associated Dates:	October 2016 – Present

ATTACHMENT 1
(continued)

Question 6 – Has any governmental agency 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?

The companies listed in Section 5 have had in excess of 50 contracts with state and local government agencies in the past 3 years.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Scott T. O'Brien
   Date of birth 01 / 17 / 1954
   Home address 15927 Berkley Drive
   City/state/zip Chino Hills, CA 91709
   Business address 3120 East Mission Blvd
   City/state/zip Ontario, CA 91761
   Telephone (909) 923-7300
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Director 01/20/2015

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___. If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES X If Yes, provide details.
   See Attached

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 6 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott T. O'Brien, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of May 2017

Robyn W. Sloan
Notary Public

ROBYN W. SLOAN
MY COMMISSION # GG 000454
EXPIRES: July 17, 2020
Bonded Thru Budget Notary Services

Atlantic Tactical, Inc.
Name of submitting business

Scott T. O'Brien
Print name

Signature

Director
Title

5, 3, 17
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

ATTACHMENT 1

Atlantic Tactical, Inc.
SUPPLEMENT TO THE ADDITIONAL INFORMATION REQUIRED – DISCLOSURE FORMS
FORMAL SELAED BID 68052-04126-029
PRINCIPAL QUESTIONNAIRE FOR SCOTT T. O'BRIEN

Question 5 – Within the past three (3) years, have you been a principal owner or officer of any entity other than the one submitting the questionnaire?

Entity:	**Atlantic Tactical, LLC (Submitting Vendor)**
Address:	772 Corporate Cir, New Cumberland, PA, 17070-2349
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	01/20/2015 – Present

Entity:	**Maui Acquisition Corp.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	38-3873146
Title:	Director/President
Associated Dates:	01/27/2012 - Present

Entity:	**Safariland Global Sourcing, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-8130578
Title:	President/Manager
Associated Dates:	07/27/2012 - Present

Entity:	**Safariland Internacional, S.A. de C.V.**
Address:	Camino Vecinal 20662, Col. Murua Oriente, Tijuana, BC, Mexico 22465
Telephone Number:	(664) 134-4700
EIN/TIN/SSN:	SIN971030H82
Title:	General Director
Associated Dates:	10/30/1997 - Present

Entity:	**Vievu, LLC**
Address:	645 Elliott Ave., Suite #370, Seattle, WA 98119
Telephone Number:	(888) 285-4548
EIN/TIN/SSN:	26-0720799
Title:	President/Manager
Associated Dates:	06/14/2016 - Present

Entity:	**Horsepower, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-2087204
Title:	President/Manager
Associated Dates:	02/08/2013 - Present

ATTACHMENT 1
(continued)

Entity:	**Mustang Survival Holdings, Inc.**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1981228
Title:	President/Manager
Associated Dates:	03/22/2013 - Present

Entity:	**Mustang Survival, Inc.**
Address:	1215 Old Fairhaven Parkway, Suite C, Bellingham, WA 98225
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	91-1243683
Title:	**President/Director**
Associated Dates:	03/22/2013 - Present

Entity:	**Mustang Survival Mfg, Inc.**
Address:	190 General Woods Drive, Spencer, WV 25276
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	55-0767578
Title:	**President/Director**
Associated Dates:	03/22/2013 - Present

Entity:	**Sencan Holdings, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	46-3966866
Title:	President/Manager
Associated Dates:	08/30/2013 - Present

Entity:	**Med-Eng, LLC**
Address:	103 Tulloch Drive, Ogdensburg, NY 13669
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	20-1942573
Title:	President/Manager
Associated Dates:	09/20/2013 - Present

Entity:	**Tactical Command Industries, Inc.**
Address:	2150 Elkins Way, Brentwood, CA 94513
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	68-0468274
Title:	**President/Director**
Associated Dates:	09/01/2014 - Present

ATTACHMENT 1
(continued)

Entity:	**Med-Eng Holdings ULC**
Address:	2400 St. Laurent Blvd., Ottawa, Ontario, K1G 6C4 Canada
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	84557 9770 RC 0001 (Canada)
Title:	**President/Director**
Associated Dates:	09/20/2013 - Present

Entity:	**Safariland, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-5400
EIN/TIN/SSN:	59-2044869
Title:	President/Manager
Associated Dates:	07/27/2012 - Present

Entity:	**Safariland Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	N/A
Title:	President/Manager
Associated Dates:	10/30/2015 - Present

Entity:	**Rogers Holster Co., LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Manager
Associated Dates:	09/29/2015 - December 31, 2016

Entity:	**HolsterOps, LLC**
Address:	3041 Faye Road, Jacksonville, Florida 32226
Telephone Number:	(904) 646-0141
EIN/TIN/SSN:	51-0468817
Title:	Manager
Associated Dates:	09/25/2015- December 31, 2016

Entity:	**Lawmen's Distribution, LLC**
Address:	3319 Anvil Place, Raleigh, North Carolina 27603
Telephone Number:	(919) 779-6141
EIN/TIN/SSN:	47-5281115
Title:	Manager
Associated Dates:	10/30/2015 - Present

Entity:	**United Uniform Distribution, LLC**
Address:	13386 International Parkway, Jacksonville, FL 32218
Telephone Number:	(904) 741-1728
EIN/TIN/SSN:	81-0867283
Title:	Manager
Associated Dates:	12/15/2015 - Present

ATTACHMENT 1
(continued)

Entity:	**Atlantic Tactical of New Jersey, Inc.**
Address:	14H World's Fair Drive, Somerset, NJ 08873
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	01/20/2015 – 12/31/2016

Entity:	**GH Armor Systems, Inc.**
Address:	1 Sentry Drive, Dover, TN 37058
Telephone Number:	(717) 774-3339
EIN/TIN/SSN:	20-4586657
Title:	President/Director
Associated Dates:	12/22/2016 – Present

Entity:	**Pacific Safety Products, Inc.**
Address:	124 Fourth Avenue, Amprior, ON K7S 0A9
Telephone Number:	(613) 623-6001
EIN/TIN/SSN:	20-4586657
Title:	Director
Associated Dates:	12/22/2016 - Present

Entity:	**TSG UK Investment Holdings Limited**
Address:	20-22 Bedford Row, London, United Kingdom, WC1R 4JS
Title:	Director
Associated Dates:	11/14/2016 – Present

Entity:	**TWP (NEWCO) 107 Limited**
Address:	Blackthorn House, Mary Ann Street, Birmingham, West Midlands, B3 1RL
Title:	Director
Associated Dates:	11/21/2016 – Present

Entity:	**Aegis Engineering Limited**
Address:	Pegasus House, Solihull Business Park, West Midlands, B90 4GT
Title:	Director
Associated Dates:	11/21/2016 – Present

Entity:	**LBA International**
Address:	Locke Williams Associates Llp, Blackthorn House, St Pauls Square, Birmingham B3 1RL
Title:	Director
Associated Dates:	11/21/2016 – Present

Entity:	**Tetranke Limited**
Address:	Locke Williams Associates Llp, Blackthorn House, St Pauls Square, Birmingham B3 1RL
Title:	Director
Associated Dates:	11/21/2016 – Present

ATTACHMENT 1
(continued)

Question 6 – Has any governmental agency 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?

The companies listed in Section 5 have had in excess of 50 contracts with state and local government agencies in the past 3 years.

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". No blanks.

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

Date: April 21, 2017

1) Proposer's Legal Name: Atlantic Tactical, Inc.

2) Address of Place of Business: 763 Corporate Circle, New Cumberland, PA 17070

List all other business addresses used within last five years:
Please see attached list

3) Mailing Address (if different): Same as above

Phone : 717-774-3339

Does the business own or rent its facilities? Own and Rent

4) Dun and Bradstreet number: 09-5371472

5) Federal I.D. Number: 23-2082171

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. In January of 2015 Atlantic Tactical, Inc. was acquired by Safariland, LLC.

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

Corporate Address

763 Corporate Circle

New Cumberland, PA 17070

Corporate Retail Location

772 Corporate Circle

New Cumberland, PA 17070

Philadelphia PA Retail Location

7970 State Road

Philadelphia, PA 19136

New Jersey Retail Location

14 Worlds Fair Drive

Unit H

Somerset, NJ 08873

New York Retail Location

72-25 Queens Blvd

Woodside, NY 11377

Massachusetts Retail Location

379 University Ave

Westwood, MA 02090

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X 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? Yes ___ No X If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No X If Yes, provide details for each such conviction. _____

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BIDDER SIGN HERE _____ President
BIDDER TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X 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? Yes ___ No X ; 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? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. ___

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No 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 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 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.

Strategy Options for managing conflicts of interest.
Restrict: It may be appropriate to restrict the staff member's involvement in the matter, for example refrain from taking part in any servicing or decisions related to the contract, abstain from voting or planning decisions, and/or restrict access to information relating to the conflict of interest. If this situation occurs frequently, and an ongoing conflict of interest is likely, other options may need to be considered.
Recruit: If it is not practical to restrict the staff member's involvement, an independent third party may need to be engaged to participate in, oversee or review the integrity of the situation affected by the conflict of interest.
Remove: Removal from involvement in the matter altogether is the best option when recruitment strategies are not feasible, or appropriate.
Relinquish: Relinquishing the personal or private interests may be a valid strategy for ensuring there is no conflict with the staff member's employment
Reslgn: The temporary or permanent resignation of a staff member from a position is a last resort strategy, when all other options have been exhausted.

***See attached for larger copy on next page

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; see attached

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BIDDER SIGN HERE _____ BIDDER

President
TITLE

ATLANTIC TACTICAL™

763 Corporate Circle
New Cumberland, PA 17070
PHONE:1-717-774-3339
FAX:1-717-774-4463

17) Conflict of Interest

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.

<u>Strategy Options for managing conflicts if interest</u>

1. Restrict:
   It may be appropriate to restrict a staff member's involvement in a matter that may present a conflict of interest. For example, the staff member may need to refrain from taking part in any servicing or decisions related to the contract, or abstain from voting or planning decisions, and/or restrict access to information relating to the conflict of interest. If this situation occurs frequently and an ongoing conflict of interest is likely, the following other options need to be considered.

2. Recruit:
   If it is not practical to restrict a staff member's involvement, an independent third party may need to be engaged to participate in, oversee or review the integrity of the situation affected by the conflict of interest.

3. Remove:
   Removal from involvement in the matter altogether is the best option when recruitment strategies are not feasible, or appropriate.

4. Relinquish:
   Relinquishing the personal or private interests may be a valid strategy for ensuring there is no conflict with the staff member's involvement in the contract.

5. Resign:
   The temporary or permanent resignation of a staff member from a position is a last resort strategy, when all other options have been exhausted.

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See attached

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Pennsylvania State Police

Contact Person Angela Anderson

Address PO Box 69180

City/State Harrisburg, PA 17106

Telephone 717-783-5485

Fax # 717-783-2935

E-Mail Address angeanders@pa.gov

Company New Jersey State Police

Contact Person Wayne Jacobsen

Address PO Box 7068

City/State West Trenton, NJ 08628

Telephone 609-530-2000

Fax # 609-530-9753

E-Mail Address lppjacow@gw.njsp.org

Company New Brunswick Police Department, NJ

Contact Person Captain William Milligan

Address 25 Kirkpatrick Street

City/State New Brunswick, NJ 08903

Telephone 732-745-5239

Fax # 732-514-0628

E-Mail Address wmilligan@nbpdnj.org

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BIDDER SIGN HERE _____ President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Conville, 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 21st day of April 2017

Notary Public

Commonwealth of Pennsylvania

Notarial Seal
CYNTHIA M SNEATH – Notary Public
Springettsbury TWP, York County
My Commission Expires Feb 14, 2021

Name of submitting business: Atlantic Tactical, Inc.

By: Sean Conville
Print name

Signature

President
Title

04 / 21 / 2017
Date

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

BIDDER SIGN HERE _____ BIDDER

Presiden TITLE

Staffing

Biography of Atlantic Tactical Executive Team

Sean Conville, President Atlantic Tactical

Sean Conville, President of Atlantic Tactical has operated the largest law enforcement equipment & uniform distributor in the Northeastern United States for the past 20 years. During that time, he served as President of the Armor Holdings National Distributor Advisory Council and as an advisor to several other leading industry brands. He has also previously held the position of President in the National Association of Police Equipment Distributors (NAPED). Sean joined the Safariland Group in 2015 through their acquisition of Atlantic Tactical.

Sean holds a Bachelor of Science in Marketing from Shippensburg University and a Master's in Business Administration from the Pennsylvania State University. He is also a member of the Young Presidents Organization (YPO).

JD Devine, Vice President- Sales, Atlantic Tactical

JD possesses over 25 years of Public Safety uniform industry experience at both the dealer and manufacturer levels. JD began his career working for a uniform retailer in New Brunswick, NJ. JD went on to hold positions of Territory Manager with Blauer Manufacturing, Director of Sales with Elbeco Inc. and finally Vice President of Sales & Marketing with Best Uniform.

JD holds a Bachelor of Arts in Communication from Seton Hall University.

Jim Duncan, Vice President- Sales, The Safariland Group

Since joining The Safariland Group in early 2014, Jim's responsibility has revolved around leading the Company's efforts to drive sales growth and increase market share in the domestic sales channel. More recently, Jim's role has expanded to include leading both our Training and Customer Care teams. Jim has more than 15 years of professional experience in sales and management in the industry. Prior to joining the Company, he served as the President of Galls, LLC, and the Chief Executive Officer at Quartermaster, Inc. During his tenure at Galls and Quartermaster, Jim was instrumental in the development and adoption of Agency Uniform Portals.

Jessica Lawlor, Vice President- Operations, Atlantic Tactical

Jessica oversees all day to day operations at Atlantic Tactical. All department managers directly report to her and she actively participates in resolution of issues as they arise. Jessica possesses 18 years of experience at Atlantic Tactical having previously held positions in purchasing, accounting and operations.

Jessica holds a Bachelor's of Science in Education degree from Millersville University.

Cyndi Sneath, Customer Service Manager, Atlantic Tactical

Atlantic Tactical's 12 member customer service department is overseen by Cyndi Sneath. Cyndi ensures prompt and professional service is provided to Atlantic Tactical customers. Her department also provides major account and Regional Account Manager support through functions such as checking status of orders, resolving specification discrepancies, managing returns, and assisting in the expediting or rushing orders. Cyndi is also responsible for the Quality Assurance process related to order entry.

Rob Lamonica, Regional Account Manager, Atlantic Tactical

After spending 27 years with New York City Department of Corrections and the New York City Police Department rising to the rank of Detective Sergeant, Rob joined Atlantic Tactical as a Regional Account Manager. He currently services departments in Nassau County, Suffolk County and New York City.

Dominick Provisero, Account Manager, The Safariland Group

Dominick is the Safariland Account Manager for the States of New York and New Jersey. Dominick retired from the New York City Department of Corrections with the rank of Captain. During the majority of his career, he supervised the Firearms Training Division for the department at Rodman's Neck. Dominick resides in Commack, NY.

Janice Clark Coe, Store Manager, Atlantic Tactical

Janice joined Atlantic Tactical in 2010. She brings with her 21 years of experience having worked for New York City Department of Corrections. In her capacity as the Store Manager of our Queens store, Janice has overseen store operations to supply Public Safety agencies in the New York City area.

Prior Experience

Atlantic Tactical has been providing uniforms in the Northeast for over 40 years.

Atlantic Tactical is the largest provider of law enforcement equipment and uniforms in the Northeastern United States.

The company currently operates five retail stores located in New Cumberland, PA, Philadelphia, PA, Somerset, NJ, Queens, NY and Boston, MA. Each store has an embellishment department with onsite tailoring and embroidery services. The aggregate embellishment capacity of the five locations allows us to manage larger order overflow.

Atlantic Tactical also services police departments through 16 Regional Account Managers who provide on-site support.

Founded in 1972, Atlantic Tactical has been providing uniforms to hundreds of public safety agencies in the Northeast for over 40 years. We have experience dealing with accounts of all sizes and requirements ranging from small 5 member police departments to Pennsylvania State Police and their 4300 troopers.

Atlantic Tactical Uniform Customers include:

- Pennsylvania State Police
- Pennsylvania Game Commission
- Pennsylvania Fish Commission
- Pennsylvania Department of Corrections
- New Jersey State Police
- Nassau County, NY
- Putnam County, NY
- Orange County, NY
- Ulster County, NY
- Morris County, NJ
- Burlington County, NJ
- Ocean County, NJ
- Union County, NJ
- Port Authority of New York & New Jersey
- Delaware River Port Authority
- City of Harrisburg, PA
- City of Lancaster, PA
- City of Reading, PA
- City of York, PA
- City of Allentown, PA
- City of Frederick, MD
- City of New Brunswick, NJ
- University of Pennsylvania
- Robert Wood Johnson Medical System

We also have extensive experience fitting and servicing agencies for body armor.

Atlantic Tactical has been supplying Nassau County with body armor since 2013 and with uniforms since 2014.

In January of 2015, Atlantic Tactical was acquired by The Safariland Group, a premier global provider of trusted, innovative, high-quality law enforcement and security products. These products include ABA®, Second Chance®, Safariland®, Bianchi® and Break Free®. Forensics brands include Identicator® and NIK®. The acquisition provides Atlantic Tactical enormous financial resources and access to technical expertise previously unavailable.

The Safariland Group Brands

Business History

Atlantic Tactical Corporate Information

Atlantic Tactical is the largest supplier of public safety equipment and uniforms in the Northeastern United States.

We service thousands of public safety agencies and provide the top brands in the industry.

The contents of this section will illustrate our unparalleled experience and capabilities.

A. i
- Founded on May 10, 1972
- Acquired by The Safariland Group in January, 2015
  - Warren Kanders, Chairman and CEO
  - Scott O'Brien, Director
  - Scott Harris, Chief Financial Officer

A. iii
- Atlantic Tactical Executive Team
  - Sean Conville, President
    - 2380 Woodstream Way, Enola, PA 17025
  - Jessica Lawlor, Vice President Operations
    - 5660 Charlton Way, Mechanicsburg, PA 17070
  - JD Devine, Vice President Sales
    - 1069 Powder Mill Rd., Bethlehem, PA 18017

A. IV
- Atlantic Tactical is incorporated in the State of Pennsylvania

A. V.
- Atlantic Tactical employs 97 people. The Safariland Group employs approximately 2600 people.

A. VI
- 2016 Revenues for Atlantic Tactical were $58MM.

A. VII
- Largest supplier of Law Enforcement equipment and uniforms in the Northeastern United States.
- Currently holds more than 60 major contracts including state contracts in Massachusetts, New York, New Jersey, Delaware, Pennsylvania, and Virginia.

B.
- Atlantic Tactical has successfully operated for over 45 years in this industry.

References

1. TFC Richard Brannigan
   PA State Police
   1800 Elmerton Ave.
   Harrisburg, PA 17110
   717-787-0895
   rbrannigan@state.pa.us

2. Chief Wes Kahley
   York City Police Department
   50 West King St.
   York, PA 17401
   717-846-1234
   wkahley@yorkcity.org

3. Lt. Thomas Marten
   Port Authority of NY & NJ
   241 Erie St. Rm 302
   Jersey City, NJ 07310
   201-239-3605
   tmarten@panynj.gov

A-11

Atlantic Tactical, Inc (ATI)
DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM
(as of January 20, 2015)

Atlantic Tactical, Inc. - Board of Directors

Atlantic Tactical, Inc.	Directors Warren B. Kanders (January 20, 2015) Scott T. O'Brien (January 20, 2015) Officers (Date of Appointment) Sean Conville – President (January 20, 2015) Scott F. Harris – Chief Financial Officer (January 20, 2015) Julio Salvador – Secretary (January 20, 2015)

Ownership Information (Corporation or Individual ≥ 10% ownership interest)

Name	Shares	ATI Ownership Interest	Mailing Address
1a – Atlantic Tactical, Inc.	100%	-	763 Corporate Circle New Cumberland, Pennsylvania 17070
b – Safariland, LLC	100%	100%	13386 International Parkway Jacksonville, Florida, USA 32218
c – Maui Acquisition Corp.	100%	100%	13386 International Parkway Jacksonville, Florida, USA 32218
d – Maui Holdings, LLC	91%	91%	One Landmark Square, Suite 1730, Stamford, Connecticut, USA 06901
e1 – Kanders SAF, LLC	54.23%	49.35%	One Landmark Square, Suite 1730, Stamford, Connecticut, USA 06901
f1 – Warren B. Kanders	100%	49.35%	One Landmark Square, Suite 1730, Stamford, Connecticut, USA 06901
e2 – Protection Acquisition Holdings, LLC	21.69%	19.74%	505 South Flagler Drive, Suite 1550 West Palm Beach, Florida USA 33401
f2 – Palm Beach Capital Fund III, LP[1]	80.03%	15.79%	505 South Flagler Drive, Suite 1550 West Palm Beach, Florida USA 33401

Individual

1 There is no individual whose ownership interest would represent 10% or more of Atlantic Tactical, Inc.

Name	Title	Home Address	DOB	ATI Ownership Interest
Warren Beatty Kanders	Director and Chief Executive Officer	21 Dairy Road Greenwich, CT 0630	01 Nov 1957	49.35%

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431
License Number	**8-23-133-07-8K-08575**
Expiration Date	**October 1, 2018**

Chief, Federal Firearms Licensing Center (FFLC)

Tracy Roberts

Name
ATLANTIC TACTICAL

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
772 CORPORATE CIR
NEW CUMBERLAND, PA 17070-

Type of License
07-MANUFACTURER OF FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Jessica L. Laudor
Licensee/Responsible Person Signature

Vice President
Position/Title

Jessica L. Laudor
Printed Name

10-7-2015
Date

Mailing Address (Changes? Notify the FFLC of any changes.)

ATLANTIC TACTICAL INC
ATLANTIC TACTICAL
763 CORPORATE CIR
NEW CUMBERLAND, PA 17070-

Previous Edition is Obsolete

ATLANTIC TACTICAL INC/772 CORPORATE CIR/17070/8-23-133-07-8K-08575/October 1, 2018/07-MANUFACTURER OF FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address *(27 CFR 478.52)*. Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession *(27 CFR 478.56)*. (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: ATLANTIC TACTICAL INC

Business Name: ATLANTIC TACTICAL

License Number: 8-23-133-07-8K-08575

License Type: 07-MANUFACTURER OF FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Expiration: October 1, 2018

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

02/27/2017

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

ATLANTIC TACTICAL, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Pedro A. Cortés

Secretary of the Commonwealth

Certification Number: TSC170227130956-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify.aspx

COUNTY OF NASSAU

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

1. Name of the Entity: Atlantic Tactical, Inc.

Address: 763 Corporate Circle

City, State and Zip Code: New Cumberland, PA 17070

2. Entity's Vendor Identification Number: 23-2082171

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____X Corporation____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Directors: Warren B. Kanders, Scott T. O'Brien

Officers:

President: Sean Conville - 2380 Wood Stream Way, Enola, PA 17025

Secretary: Julio Salvador - C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218

Chief Financial Officer: Scott Harris - C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218

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.

100% owned by Safariland, LLC

13386 International Parkway, Jacksonville, FL 32218

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.

Safariland, LLC is the parent company of Atlantic Tactical, Inc. as of 01/20/2015

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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

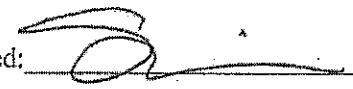
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: April 21, 2017

Signed: 

Print Name: Sean Conville

Title: President

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: APRIL 12, 2016 AT 11 A.M.
BID NO: 68052-04126-029
REQ. NO: N/A
TITLE: POLICE PISTOLS

ITEM #	ARTICLE	QTY	UNIT	ATLANTIC TACTICAL, INC 1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD: AWARD TO NO.	DETAILS OF AWARD: AMOUNT
1	SIG SAUER .40 CALIBER PISTOLS P229R,9226R	1500	.40 CALIBER	597.83														
2	DAK TRIGGER E29R-40-BASS-DAK-G	1500	.40 CALIBER	597.83														
3	E26R-400BSS-DAL-G & CASE	1500	.40 CALIBER	597.83														
4	SIG SAUER 9MM P226 OR P229	2650	9MM CALIBER	375.00														
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 4/12/16 Claudia Colasurdo

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

BID NUMBER
68052-04126-029

Dated: Ad. 03/31/2016

BID OPENING DATE
April 12, 2016
11:00 A.M. E.D.S.T.

BUYER
Timothy Funaro

TELEPHONE (516) 571-7720
E-Mail Address
tfunaro@nassaucountyny.gov

REQUISITION NUMBER
N/A

OPENED APR 12 2016 OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Police Pistols

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Nassau County Police Academy
200 2nd Avenue
Massapequa park, N.Y. 11762

GUARANTEED DELIVERY DATE
90-180 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
23-2082171

TOLL FREE TELEPHONE NUMBER: 1-800-781-2677

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: Atlantic Tactical, Inc.

ADDRESS: 763 Corporate Circle

CITY: New Cumberland STATE: PA ZIP CODE: 17070 TELEPHONE: 717-774-3339

SIGNATURE OF AUTHORIZED INDIVIDUAL

Sean Conville, President
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

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

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Atlantic Tactical, Inc.

Address: 763 Corporate Circle, New Cumberland, PA 17070

Telephone No: 717-774-3339 Fax No: 717-774-4463

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

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

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME:
Atlantic Tactical, Inc.

ADDRESS:
763 Corporate Circle, New Cumberland, PA 17070

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT
   Sean Conville 2380 Woodstream Way, Enola, PA 17025
   VICE PRESIDENT
   Gary Hudkins C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218
   SECRETARY
   Julio Salvador C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218
   TREASURER
   John Willim C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN?
   August 2015

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 11 (44 years in business)

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? We are a full line law enforcement equipment and uniform distributor. Products that we sell include but are not limited to firearms, ammunition, duty gear/leather and nylon, restraints, chemical munitions, uniforms, optics and flashlights.

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Sean Conville	President	28	Held all positions within the corporation	

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

Company Sales Representative communicated with Officer in charge of this purchase to verify all specifications as well as manufacturer representatives to ensure that all specifications within this bid are correct to agency requirements.

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

BIDDER SIGN HERE _____ **BIDDER** President **TITLE**

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

Robert LaMonica - New York Sales Representative

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:
Pennsylvania State Police
ADDRESS:
PO Box 69180, Harrisburg, PA 17106

TELEPHONE: 717-346-3847 CONTACT PERSON Jeff Henry - Purchasing Agent
CONTRACT DATE:
1/1/2015 through 12/31/2016

2. REFERENCE'S NAME:
Somerset County, NJ
ADDRESS:
20 Grove Street, Somerville, NJ, 08876

TELEPHONE: 908-231-7053 CONTACT PERSON Karen McGee - Purchasing Agent
CONTRACT DATE:
1/1/2016 through 12/31/2016

3. REFERENCE'S NAME:
Howard County, MD
ADDRESS:
6751 Columbia Gateway Drive, Columbia, MD 21046

TELEPHONE: 410-313-6375 CONTACT PERSON Robert Bowins - Purchasing Agent
CONTRACT DATE:
10/22/2014 through 4/30/2015

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE _____ President

BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract"

does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

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

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

IMPORTANT

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

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

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

INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Police Pistols.**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Blanket Orders.

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

COUNTY OF NASSAU

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

1. Name of the Entity: Atlantic Tactical, Inc.

   Address: 763 Corporate Circle

   City, State and Zip Code: New Cumberland, PA 17070

2. Entity's Vendor Identification Number: 23-2082171

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp ____X Corporation ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Directors - Warren B. Kanders; Scott T. O'Brien

Officers - President: Sean Conville
Vice President: Gary Hudkins
Vice President and Treasurer: John Willim
Secretary: Julio Salvador

C/O Safariland, LLC 13386 International Parkway, Jacksonville, FL 32218

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

100% Owned by Safariland, LLC

13386 International Parkway, Jacksonville, FL 32218

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.

Safariland, LLC is the parent company of Atlantic Tactical, Inc. as of 01/20/2015

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: April 06, 2016

Signed: _____

Print Name: Sean Conville

Title: President

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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

N/A

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

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

Dated: April 06, 2016

Signed: _____

Print Name: Sean Conville

Title: President

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

BIDDER SIGN HERE _____ President

BIDDER **TITLE**

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

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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

Date: April 06, 2016

1) Bidder's/Proposer's Legal Name: Atlantic Tactical, Inc.

2) Address of Place of Business: 763 Corporate Circle, New Cumberland, PA 17070

List all other business addresses used within last five years:
Please see attached list.

3) Mailing Address (if different): Same

Phone : 717-774-3339

Does the business own or rent its facilities? Own and Rent

4) Dun and Bradstreet number: 09-5371472

5) Federal I.D. Number: 23-2082171

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. In January 2015, Atlantic Tactical, Inc. was acquired by Safariland, LLC.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

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

BIDDER SIGN HERE _____ **BIDDER**

President **TITLE**

Corporate Address

763 Corporate Circle

New Cumberland, PA 17070

Corporate Retail Location

772 Corporate Circle

New Cumberland, PA 17070

Philadelphia PA Retail Location

7970 State Road

Philadelphia, PA 19136

New Jersey Retail Location

14 Worlds Fair Drive

Unit H

Somerset, NJ 08873

New York Retail Location

72-25 Queens Blvd

Woodside, NY 11377

Massachusetts Retail Location

379 University Ave

Westwood, MA 02090

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

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

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

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Pennsylvania State Police

Contact Person Angela Anderson

Address PO Box 69180

City/State Harrisburg, PA 17106

Telephone 717-783-5485

Fax # 717-783-2935

E-Mail Address angeanders@pa.gov

Company New Jersey State Police

Contact Person Wayne Jacobsen

Address PO Box 7068

City/State West Trenton, NJ 08628

Telephone 609-530-2000

Fax # 609-530-9753

E-Mail Address lppjacow@gw.njsp.org

Company New Brunswick Police Department, NJ

Contact Person Captain William Milligan

Address 25 Kirkpatrick Street

City/State New Brunswick, NJ 08903

Telephone 732-745-5239

Fax # 732-514-0628

E-Mail Address wmilligan@nbpdnj.org

Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070
(717) 774-3339
www.atlantictactical.com

Business History

And Additional Required Documents

Including Certificate of Incorporation

And

Financial Statement

Staffing

Biography of Atlantic Tactical Executive Team and Nassau Management

Sean Conville, President Atlantic Tactical

Sean Conville, President of Atlantic Tactical has operated the largest law enforcement equipment & uniform distributor in the Northeastern United States for the past 20 years. During that time, he served as President of the Armor Holdings National Distributor Advisory Council and as an advisor to several other leading industry brands. He has also previously held the position of President in the National Association of Police Equipment Distributors (NAPED). Sean joined the Safariland Group in 2015 through their acquisition of Atlantic Tactical.

Sean holds a Bachelor of Science in Marketing from Shippensburg University and a Master's in Business Administration from the Pennsylvania State University. He is also a member of the Young Presidents Organization (YPO).

JD Devine, Vice President- Sales, Atlantic Tactical

JD possesses over 25 years of Public Safety uniform industry experience at both the dealer and manufacturer levels. JD began his career working for a uniform retailer in New Brunswick, NJ. JD went on to hold positions of Territory Manager with Blauer Manufacturing, Director of Sales with Elbeco Inc. and finally Vice President of Sales & Marketing with Best Uniform.

JD holds a Bachelor of Arts in Communication from Seton Hall University.

Jim Duncan, Vice President- Sales, The Safariland Group

Since joining The Safariland Group in early 2014, Jim's responsibility has revolved around leading the Company's efforts to drive sales growth and increase market share in the domestic sales channel. More recently, Jim's role has expanded to include leading both our Training and Customer Care teams. Jim has more than 15 years of professional experience in sales and management in the industry. Prior to joining the Company, he served as the President of Galls, LLC, and the Chief Executive Officer at Quartermaster, Inc. During his tenure at Galls and Quartermaster, Jim was instrumental in the development and adoption of Agency Uniform Portals.

Jessica Lawlor, Vice President- Operations, Atlantic Tactical

Jessica oversees all day to day operations at Atlantic Tactical. All department managers directly report to her and she actively participates in resolution of issues as they arise. Jessica possesses 18 years of experience at Atlantic Tactical having previously held positions in purchasing, accounting and operations.

Jessica holds a Bachelor's of Science in Education degree from Millersville University.

Jennifer Harrold, Customer Service Manager, Atlantic Tactical

Atlantic Tactical's 12 member customer service department is overseen by Jennifer Harrold. Jennifer ensures prompt and professional service is provided to Atlantic Tactical customers. Her department also provides major account and Regional Account Manager support through functions such as checking status of orders, resolving specification discrepancies, managing returns, and assisting in the expediting or rushing orders. Jennifer is also responsible for the Quality Assurance process related to order entry.

Rob Lamonica, Regional Account Manager, Atlantic Tactical

After spending 27 years with New York City Department of Corrections and the New York City Police Department rising to the rank of Detective Sergeant, Rob joined Atlantic Tactical as a Regional Account Manager. He currently services departments in Nassau County, Suffolk County and New York City.

Dominick Provisero, Account Manager, The Safariland Group

Dominick is the Safariland Account Manager for the States of New York and New Jersey. Dominick retired from the New York City Department of Corrections with the rank of Captain. During the majority of his career, he supervised the Firearms Training Division for the department at Rodman's Neck. Dominick resides in Commack, NY.

Janice Clark Coe, Store Manager, Atlantic Tactical

Janice joined Atlantic Tactical in 2010. She brings with her 21 years of experience having worked for New York City Department of Corrections. In her capacity as the Store Manager of our Queens store, Janice has overseen store operations to supply Public Safety agencies in the New York City area.

Prior Experience

Atlantic Tactical has been providing uniforms in the Northeast for over 40 years.

Atlantic Tactical is the largest provider of law enforcement equipment and uniforms in the Northeastern United States.

The company currently operates five retail stores located in New Cumberland, PA, Philadelphia, PA, Somerset, NJ, Queens, NY and Boston, MA. Each store has an embellishment department with onsite tailoring and embroidery services. The aggregate embellishment capacity of the five locations allows us to manage larger order overflow.

Atlantic Tactical also services police departments through 16 Regional Account Managers who provide on-site support.

Founded in 1972, Atlantic Tactical has been providing law enforcement products and uniforms to hundreds of public safety agencies in the Northeast for over 40 years. We have experience dealing with accounts of all sizes and requirements ranging from small 5 member police departments to Pennsylvania State Police and their 4300 troopers.

Atlantic Tactical Uniform Customers include:

- Pennsylvania State Police
- Pennsylvania Game Commission
- Pennsylvania Fish Commission
- Pennsylvania Department of Corrections
- New Jersey State Police
- Nassau County, NY
- Putnam County, NY
- Orange County, NY
- Ulster County, NY
- Morris County, NJ
- Burlington County, NJ
- Ocean County, NJ
- Union County, NJ
- Port Authority of New York & New Jersey
- Delaware River Port Authority
- City of Harrisburg, PA
- City of Lancaster, PA
- City of Reading, PA
- City of York, PA
- City of Allentown, PA
- City of Frederick, MD
- City of New Brunswick, NJ
- University of Pennsylvania
- Robert Wood Johnson Medical System

We also have extensive experience fitting and servicing agencies for body armor.

Atlantic Tactical has been supplying Nassau County with body armor since 2013 and with uniforms since 2014.

In January of 2015, Atlantic Tactical was acquired by The Safariland Group, a premier global provider of trusted, innovative, high-quality law enforcement and security products. These products include ABA®, Second Chance®, Safariland®, Bianchi® and Break Free®. Forensics brands include Identicator® and NIK®. The acquisition provides Atlantic Tactical enormous financial resources and access to technical expertise previously unavailable.

The Safariland Group Brands

ATLANTIC TACTICAL
OUTFITTING AMERICA'S HEROES
A DIVISION OF THE SAFARILAND GROUP

THE SAFARILAND GROUP

Atlantic Tactical Corporate Information

Atlantic Tactical is the largest supplier of public safety equipment and uniforms in the Northeastern United States.

We service thousands of public safety agencies and provide the top brands in the industry.

The contents of this section will illustrate our unparalleled experience and capabilities.

- Founded in May 1972
- Acquired by The Safariland Group in January, 2015
    - Warren Kanders, Chairman and CEO
    - Scott O'Brien, President
    - Scott Harris, Chief Financial Officer
- Atlantic Tactical Executive Team
    - Sean Conville, President
        - 2380 Woodstream Way, Enola, PA 17025
    - Jessica Lawlor, Vice President Operations
        - 5660 Charlton Way, Mechanicsburg, PA 17070
    - JD Devine, Vice President Sales
        - 1069 Powder Mill Rd., Bethlehem, PA 18017
- Atlantic Tactical is incorporated in the State of Pennsylvania
- Atlantic Tactical employs 97 people. The Safariland Group employs approximately 2600 people.
- 2014 Revenues for Atlantic Tactical were $49.3MM.
- Largest supplier of Law Enforcement equipment and uniforms in the Northeastern United States.
- Currently holds more than 60 major contracts including state contracts in Massachusetts, New York, New Jersey, Delaware, Pennsylvania, and Virginia.
- Atlantic Tactical has successfully operated for over 43 years in this industry.

References

1. TFC Richard Brannigan
   PA State Police
   1800 Elmerton Ave.
   Harrisburg, PA 17110
   717-787-0895
   rbrannigan@state.pa.us

2. Chief Wes Kahley
   York City Police Department
   50 West King St.
   York, PA 17401
   717-846-1234
   wkahley@yorkcity.org

3. Lt. Thomas Marten
   Port Authority of NY & NJ
   241 Erie St. Rm 302
   Jersey City, NJ 07310
   201-239-3605
   tmarten@panynj.gov

3-1-72.13 525

753

Commonwealth of Pennsylvania

Department of State

Office of the Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

POLICE SAFETY LEAGUE, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 10th day of April in the year of our Lord one thousand nine hundred and seventy-two and of the Commonwealth the one hundred and ninety-sixth

C. DeLores Tucker

Secretary of the Commonwealth ec

DSCB-20 (Rev. 5-65)

PENNSYLVANIA
Department of State

Corporations

Search
By Business Name
By Business Entity ID
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Verify Certification
Online Orders
Register for Online Orders
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My Images
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Business Entity Filing History

Date: 3/21/2012

(Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
ATLANTIC TACTICAL, INC.	Current Name
SAFETY LEAGUE, INC.	Prior Name

Business Corporation - Domestic - Information

Entity Number:	287425
Status:	Active
Entity Creation Date:	4/10/1972
State of Business.:	PA
Registered Office Address:	722 Corporate Circle New Cumberland PA 17070 Cumberland
Mailing Address:	No Address

Officers

Name:	SEAN CONVILLE
Title:	President
Address:	772 CORPORATE CIR NEW CUMBERLND PA 17070-21
Name:	JOHN CONVILLE
Title:	Secretary
Address:	772 CORPORATE CIR NEW CUMBERLND PA 17070-21
Name:	KAREN CONVILLE
Title:	Treasurer
Address:	772 CORPORATE CIR NEW CUMBERLND PA 17070-21

Name:	**JESSICA LAWLOR**
Title:	**Vice President**
Address:	772 CORPORATE CIR NEW CUMBERLND PA 17070-21

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Commonwealth of PA Privacy Statement

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number	**6-11-081-01-7D-00870**
Chief, Federal Firearms Licensing Center (FFLC)	Tracy Robertson	Expiration Date	**April 1, 2017**

Name
ATLANTIC TACTICAL

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
72-25 QUEENS BLVD
WOODSIDE, NY 11377-

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Jessica Lanctot
Licensee/Responsible Person Signature

Vice President
Position/Title

Jessica Lanctot
Printed Name

4/24/14
Date

Mailing Address (Changes? Notify the FFLC of any changes.)

SAFTEY LEAGUE INC
ATLANTIC TACTICAL
72-25 QUEENS BLVD
WOODSIDE, NY 11377-

ATF Form 8 (5310.11)
Revised October 2011

Previous Edition is Obsolete

SAFTEY LEAGUE INC 72-25 QUEENS BLVD 11377 6-11-081-01-7D-00870 April 1, 2017 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address *(27 CFR 478.52)*. Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession *(27 CFR 478.56)*. (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: SAFTEY LEAGUE INC

Business Name: ATLANTIC TACTICAL

License Number: 6-11-081-01-7D-00870

License Type: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Expiration: April 1, 2017

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES

763 Corporate Circle, New Cumberland, PA 17070
1.800.781.2677 | 717.774.3339
www.atlantictactical.com

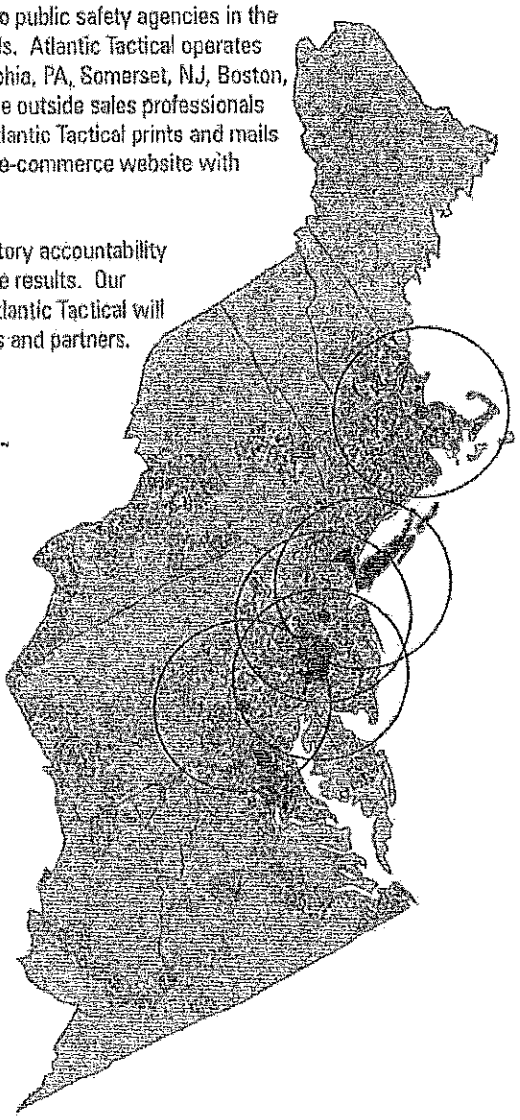
ATLANTIC TACTICAL

Premier supplier of many of the industry's most prestigious brands

Atlantic Tactical is a leading national supplier of law enforcement, military and public safety equipment and uniforms.

Atlantic Tactical provides unparalleled reach and service to public safety agencies in the Northeast. This is accomplished through several channels. Atlantic Tactical operates four retail SuperStores located in Harrisburg, PA, Philadelphia, PA, Somerset, NJ, Boston, MA and Queens, NY. The company fields thirteen full time outside sales professionals with robust military and law enforcement experience. Atlantic Tactical prints and mails 300,000 catalogs annually and provides a fully functional e-commerce website with account specific microsite capabilities.

Atlantic Tactical employs a state of the art ERP and inventory accountability system to provide increased order accuracy and replicable results. Our substantial investments in IT infrastructure ensure that Atlantic Tactical will continue to provide best in class service to our customers and partners.



Four Atlantic Tactical Locations

- Harrisburg, PA
- Philadelphia, PA
- Somerset, NJ
- Queens, NY
- Boston, MA

18 outside sales professionals covering the following markets:

- New York
- New Jersey
- Pennsylvania
- Maryland
- Delaware
- Washington DC
- Virginia
- New England

Catalog and Web

- 300,000 copies mailed nationwide
- Fully functional Ecommerce Website

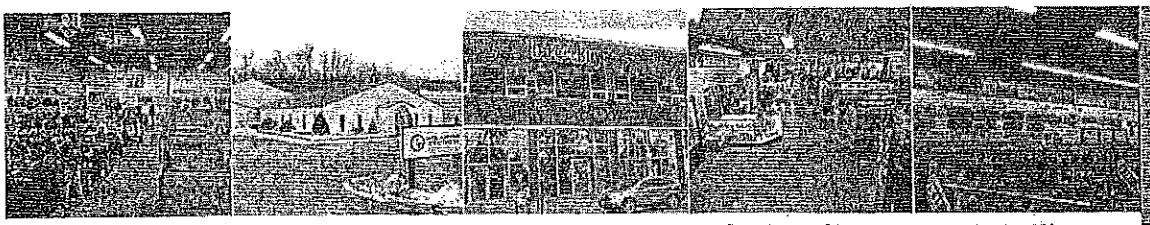
OUTFITTING AMERICA'S HEROES

8th YEAR IN A ROW

2011 TOP 5

YEARS OF COMBINED LAW ENFORCEMENT AND MILITARY EXPERIENCE

MULTI-CHANNEL SALES



Somerset, NJ | New Cumberland, PA | Queens, NY | Philadelphia, PA | Boston, MA

Atlantic Tactical Corporate Profile

Atlantic Tactical is a leading national supplier of law enforcement, military and public safety equipment and uniforms.

Originally founded in 1972 by Russel Haskins under the name of Police Safety League, the company was provided uniforms and calendar marketing programs to various local public safety agencies.

In 1988 the company was acquired by the John & Karen Conville, who set about transforming the company from a local uniform supplier to a regional equipment and uniform wholesaler. Over the next few years, Police Safety League continued to diversify it's product offering and added firearms, body armor and vehicle equipment.

By 2000, the company had expanded, starting an outside sales force, printing and mailing a national catalog and establishing one of the industry's first e-commerce web sites. The product offering continued to grow and evolve.

In 2002, business ownership was passed to the next generation in Sean Conville and Jessica Lawlor. To better represent the company's increasing focus on emergency services/special operations technology and equipment, in 2003 the company's name was changed to Atlantic Tactical.

Since 2003, Atlantic Tactical's growth path has accelerated. The company has established a robust retail presence in the northeast by opening Super Stores in Harrisburg, PA, Philadelphia, PA, Somerset, NJ, and Queens, NY. In late 2008, a new corporate offices were opened in New Cumberland, PA.

Atlantic Tactical fields the industry's premier outside salesforce. Consisting of fourteen full time outside representatives, most had from prior special operations or firearms instructor careers. With over 200 years of combined law enforcement/ military experience, these professionals are able to offer agencies from Virginia to New York an unmatched level of service and expertise.

Atlantic Tactical represents over 800 manufacturers. Furthermore, Atlantic Tactical is the region's exclusive or premier supplier for many of the industry's most prestigious brands.

Atlantic Tactical holds and/or participates in numerous state and regional contracts including:

- Pennsylvania State Uniform Contract
- Pennsylvania State Body Armor Contract
- Pennsylvania COSTARS contract
- New Jersey State Homeland Security Contract
- New Jersey State Uniform Contract
- Delaware State Ammunition Contract
- New York State Body Armor Contract
- New York State Firearms + Accessories Contract
- Maryland State Armor Contract
- Metropolitan Police Department (Washington DC) Ammunition Contract

The company belongs to the National Association of Police Equipment Distributors (NAPED) and the National Association of Uniform Manufacturers and Dealers (NAUMD). Atlantic Tactical's current president, Sean Conville has served as president of the BAE Systems National Distributor Advisory Council and the National Association of Police Equipment Distributors.

Major Atlantic Tactical Customers (1000+ officers)

- New York State Police
- New York City Police Dept.
- New York City Dept. of Corrections
- New York Dept. of Corrections
- New Jersey State Police
- New Jersey Dept. of Corrections
- Newark City P.D.
- Nassau County P.D.
- Suffolk County P.D.
- Delaware State Police
- Delaware Dept. of Corrections
- Pennsylvania State Police
- Pennsylvania Dept. of Corrections
- Philadelphia PD
- Pittsburgh PD
- Maryland State Police
- Maryland Div. of Corrections
- Baltimore City P.D.
- Baltimore County P.D.
- Prince George's County P.D.
- Montgomery County P.D.
- Metropolitan DC P.D.
- Virginia State Police
- US State Dept.
- US Capital Police
- US Secret Service
- National Security Agency
- US Park Police
- Federal Bureau of Investigations
- US Probation
- Department of Defense

Our Premier Brands

SAFARILAND

OLT

GLOCK PERFECTION

Blauer

PROTECH

ABA AMERICAN BODY ARMOR

BECKER HELMET

Smith & Wesson

SECOND CHANCE

DEFENSE TECHNOLOGY

BIANCHI

5.11

MSA

FNH USA

WINCHESTER

763 Corporate Cir.
New Cumberland, PA 17070
800-781-2677

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
OPERATIONAL SERVICES DIVISION

Organizational and Operational Qualifications Profile

Atlantic Tactical is the largest supplier of law enforcement equipment in the United States. Founded in 1972, Atlantic Tactical services thousands of public safety agencies across the nation. In 1988 the company was acquired by John and Karen Conville, who set about transforming the company from a local uniform supplier to a regional equipment and uniform wholesaler. Over the next few years, Atlantic Tactical continued to diversify it's product offering to added firearms, body armor and vehicle equipment. By the year 2000, the company had expanded, starting an outside sales force, printing and mailing a national catalog and establishing one of the industry's first e-commerce website. The product offering continued to grow and evolve. In 2002, business ownership was passed to the next generation in Sean Conville and Jessica Lawlor. Since 2003, Atlantic Tactical's growth path has accelerated. The company has established a robust retail presence by opening Superstores in New Cumberland, PA, Philadelphia, PA, Somerset, NJ, Queens, NY and Boston, MA. In late 2008, a new corporate office was also opened in New Cumberland, PA.

Atlantic Tactical represents over 900 manufacturers. Furthermore, Atlantic Tactical is the region's exclusive or premier supplier for many of the industry's most prestigious brands. The company belongs to the National Association of Police Equipment Distributors (NAPED) and the National Association of Uniform Manufacturers and Dealers (NAUMD). The company's President, Sean Conville has served as president of the BAE Systems National Distributor Advisory Council and the National Association of Police Equipment Distributors.

The company's client list ranges from the smallest municipal agency to some of the largest in the country. We field one of the largest, most experienced sales teams in the industry. Atlantic Tactical employs 85 full time employees, 18 of which are sales representatives that possess an average of 15 years industry experience. Many of these representatives are themselves former law enforcement officers and know from first-hand experience the types of quality equipment that will suit the particular needs of an agency.

Atlantic Tactical currently has 5 retail store locations, each with their own storage warehouse. These locations include Philadelphia and New Cumberland PA, Queens NY, Somerset NJ, and Boston MA. Each of these stores is fully staffed and trained to handle all retail operations. All of our retail locations employ highly skilled tailors who are also equipped with embroidery machines, and heat applied lettering capabilities. Our Boston location and Corporate Office in New Cumberland will be designated as service locations for the management of this contract. Atlantic Tactical has no intentions of using subcontractors for the servicing of this contract.

The company's Corporate Headquarters is located in New Cumberland, PA and is currently staffed with a customer service department, a quotes and contracts department, a returns department, an accounts receivable and payable department, and a marketing/IT department. We have the knowledge and resources to handle every servicing opportunity.

Atlantic Tactical holds and/or participates in numerous state and regional contracts including:

- Pennsylvania State Uniform Contract
- Pennsylvania State Body Armor Contract
- Pennsylvania COSTARS contract
- New Jersey State Homeland Security Contract
- New Jersey State Uniform Contract
- Delaware State Ammunition Contract
- Delaware Homeland Security Equipment Contract
- New York State Body Armor Contract
- New York State Firearms and Accessories Contract
- Maryland State Ammunition Contract
- Maryland State Dept of Corrections Body Armor Contract
- Virginia State Ammunition Contract

Atlantic Tactical

Balance Sheet as of Dec 31, 2014
(Including Unposted Amounts)

Account Description		
Assets		
Current Assets		
Cash		
PayPal Account	3,483.15	
Checking - FNB (PA)	-767,969.20	
Checking - Dedham Savings (BOS)	13,533.72	
Checking - Wells Fargo (PH)	7,046.47	
Checking - Wells Fargo (NJ)	7,119.06	
Checking - TD (NY)	7,359.72	
Store Register Drawers	2,600.00	
Credit Card - Centric	105,844.42	
Payroll - FNB	2,881.36	
TOTAL CASH		**-617,901.30**
Accounts Receivable		
Due To/From SeaJes	107,218.42	
Accounts Receivable	7,239,498.80	
Incentive Rebates from Vendors	160,240.00	
Security Deposit	60,963.40	
Bid Deposit	3,000.00	
TOTAL ACCOUNTS RECEIVABLE		**7,570,920.62**
Other Current Assets		
Vendor Pre-Payments	0.01	
Vendor Prepayments - CC	48,417.90	
Prepaid Insurance	7,941.01	
Prepaid Trade Shows	14,590.00	
Prepaid Computer-Software Service	38,207.64	
TOTAL OTHER CURRENT ASSETS		**109,156.56**
Inventory		
Inventory	4,579,050.68	
TOTAL INVENTORY		**4,579,050.68**
Clearing Accounts		
Undeposited Cash/Checks	-198.96	
Web Visa/Master Clearing	0.00	
PH Visa/Mater Clearing	0.01	
NY Visa/Master Clearing	0.00	
NJ Visa/Master Clearing	0.00	
TOTAL CLEARING ACCOUNTS		**-198.95**
TOTAL CURRENT ASSETS		**11,641,027.61**
Fixed Assets		
Assets at Cost		
Building Expansions	318,194.79	
Signs-Building	87,827.56	
Auto & Truck	147,469.13	
Construction - New York	17,700.00	
Boston Improvements & Equipment	51,782.64	
New York - Office Equipment	22,872.38	
Office Equipment	415,652.35	
Phone System	15,935.00	
Website	17,965.00	
Everest Software	106,442.16	
Web Software	63,183.12	
Software	53,622.12	
Goodwill	3,955.00	
Sample Merchandise Not For Sale	880.85	
Loan Origination Fees	11,764.00	
TOTAL ASSETS AT COST		**1,335,146.10**
Asset Depreciation		
Accum Depr - Auto & Truck	-31,687.05	
Accum Depr - NY Equipment	-16,936.12	
Accum Depr - NY Improvements	-13,971.37	
Accum Depr - Boston Improvements	-8,300.55	

Atlantic Tactical

Balance Sheet as of Dec 31, 2014
(Including Unposted Amounts)

Account Description		
Accum Depr - Office Equipment	-286,787.43	
Accum Depr - Website	-15,051.52	
Accum Depr - Everest Software	-103,983.83	
Accum Depr - Web Software	-49,495.48	
Accum Depr - Software	-22,346.90	
Accum Depr - Signs	-50,020.10	
Accum Depr - Sample Merchandise	-880.85	
Amortization - Loan Origination	-5,293.23	
Accum Depr - Building Expansion	-49,138.09	
Accum Depr - Telephone	-15,935.00	
TOTAL ASSET DEPRECIATION		-671,827.52
TOTAL FIXED ASSETS		663,318.58
TOTAL ASSETS		12,304,346.19
Liabilities		
Current Liabilities		
Accounts Payable		
Vendor Payable	2,688,337.94	
Accrued Purchases	479,763.87	
TOTAL ACCOUNTS PAYABLE		3,168,101.81
OTHER PAYABLES		
PA Sales Tax Payable	11,173.87	
MA Sales Tax Payable	5,659.25	
NJ Sales Tax Payable	27,386.96	
Loan From Stockholder	29,384.00	
NY Sales Tax Payable	13,415.41	
Customer Deposits	567,882.09	
Gift Cards	148,907.33	
MD Sales Tax Payable	950.00	
TOTAL OTHER PAYABLES		804,758.91
ACCRUED LIABILITIES		
PAYROLL DEDUCTIONS PAYABLE		
Futa Payable	517.28	
TOTAL PAYROLL DEDUCTIONS PAYABLE		517.28
Accrued Wages	52,710.42	
Accrued Vacation & PTO	98,655.96	
TOTAL ACCRUED LIABILITIES		151,883.66
TOTAL CURRENT LIABILITIES		4,124,744.38
Long Term Liabilities		
NOTES PAYABLE		
Line of Credit - FNB	3,300,000.00	
FNB Commercial Loan- Software	36,036.50	
FNB - Boston	225,586.52	
Notes Payable-Toyota Camry	19,737.11	
Notes Payable- 2013 Ford Edge	25,144.05	
Notes Payable-Ally Bank	73,630.10	
TOTAL NOTES PAYABLE		3,680,134.28
TOTAL LONG TERM LIABILITIES		3,680,134.28
TOTAL LIABILITIES		7,804,878.66
Equity		
Stockholders Equity		
Stockholders Equity	304,922.00	
Common Stock- Class A	1,646.00	
Common Stock- Class B	872.00	
Distribution	-549,908.00	
Treasury Stock	-82,981.00	
TOTAL STOCKHOLDERS EQUITY		-325,449.00
Earnings		
Current Earnings	1,674,436.09	
Retained Earnings	3,150,480.43	
TOTAL EARNINGS		4,824,916.52

Atlantic Tactical

Period : 12, 2014
Location/Sub-Location : ALL
Include Unposted Amount : Yes

Date : Jul 16, 2015
Time : 1:40:37PM
User : LSNYDER

Income Statement

Comparison of Period 12 - Year To Date

Account Description	Period 12 Amount	Period 12 Percent	Year To Date Amount	Year To Date Percent
REVENUES				
Sale of Goods				
Sales Merchandise	5,774,158.95	108.2	52,156,604.76	105.27
Sales Returns	-398,453.85	-7.5	-2,113,349.27	-4.27
Sales Discounts	-32,575.28	-0.6	-582,461.22	-1.18
Customer Prompt Payment Discounts			-41.24	0.00
Other Income				
Interest Income	25.52	0.0	352.14	0.00
Gain (Loss) on Sales of Assets	-6,231.73	-0.1	-6,231.73	-0.01
Miscellaneous Income	664.87	0.0	813.19	0.00
Co-Op Income			90,229.15	0.18
TOTAL REVENUES	5,337,588.48	100.00	49,545,915.77	100.00
COST OF GOODS SOLD				
Cost of Goods Sold	4,103,447.90	76.9	39,298,025.90	79.32
Purchase Price Variance	-13,116.70	-0.2	2,309.14	0.00
Prompt Payment Discount	-31,114.05	-0.6	-525,753.27	-1.06
Freight-Incoming	14,597.21	0.3	219,564.19	0.44
Inventory Adjustment	238,701.06	4.5	-118,351.78	-0.24
Misc Expense-COGS	9,805.29	0.2	93,470.17	0.19
TOTAL COST OF GOODS SOLD	4,322,318.71	80.98	38,969,264.35	78.65
GROSS PROFIT	1,015,269.78	19.02	10,576,651.42	21.35
OPERATING EXPENSES				
Cost of Sales				
Operating Expenses				
SALARIES,WAGES & BENEFITS				
Salaries	460,077.37	8.6	2,901,691.62	5.86
Salaries-Sales Reps	147,418.10	2.8	1,621,887.75	3.27
Payroll Taxes	44,208.59	0.8	327,295.29	0.66
Federal Unemployment Tax	177.17	0.0	4,540.25	0.01
Unemployment Tax Expense	1,903.34	0.0	39,455.99	0.08
NJ Disability Tax	32.78	0.0	321.48	0.00
NJ Workforce	38.52	0.0	198.10	0.00
NY Re-employment Svc	2.96	0.0	89.24	0.00
MN Workforce Enhance Fee			18.18	0.00
MN Additionl Assmnt Fee			47.39	0.00
DE Employmnt Trainig Fund			7.37	0.00
MD Unemployment Tax			93.53	0.00
DE Unemployment Tax			131.05	0.00
VA Unemployment Tax			-831.91	0.00
MN Unemployment Tax			180.26	0.00
MA Unemployment Expense			172.62	0.00
MA Workforce Training Expense	3.52	0.0	43.26	0.00
Health Insurance Expense	14,381.95	0.3	192,940.75	0.39
401k Employers Expense	12,490.28	0.2	101,236.00	0.20
Employee Promotions	1,319.47	0.0	17,464.19	0.04
FACILITIES & ADMINISTRATION EXPENSE				
Customer Promotions	122.57	0.0	3,494.45	0.01
Rent Expense	36,433.23	0.7	446,663.87	0.90
Store Over/Short			271.09	0.00
Telephone Expense	4,934.38	0.1	49,653.21	0.10
Office Machine Lease			2,137.36	0.00
Repairs & Maintenance	4,272.34	0.1	38,473.54	0.08
Real Estate Tax			21,400.89	0.04
Bad Debts Expense	-6,848.92	-0.1	7,875.22	0.02
Donations	857.93	0.0	19,312.03	0.04
Miscellaneous Labor	7,224.62	0.1	152,532.38	0.31
Sales Tax Expense	231.61	0.0	796.66	0.00

Income Statement

Comparison of Period 12 - Year To Date

Account Description	Period 12 Amount	Period 12 Percent	Year To Date Amount	Year To Date Percent
Utilities Expense	11,948.11	0.2	121,511.65	0.25
Charge Sale Fee	25,044.55	0.5	280,514.45	0.57
Web Design Expense			16,265.00	0.03
Computer Expense	12,038.52	0.2	183,765.51	0.37
Bank Fee Expense	649.73	0.0	4,021.80	0.01
Depreciation Expense	13,369.60	0.3	193,496.01	0.39
Amortization	85.57	0.0	1,026.40	0.00
Office Supplies Expense	7,911.49	0.1	94,311.14	0.19
Retail Store Expense	816.83	0.0	8,012.71	0.02
Interest Expense	10,104.69	0.2	139,167.22	0.28
Shipping-Outgoing	57,665.90	1.1	543,718.37	1.10
Register Over / Short			1.78	0.00
Alarm System Expense	254.24	0.0	5,122.27	0.01
Sewing Expense	328.00	0.0	7,075.09	0.01
US Postage Expense	1,000.01	0.0	110,041.03	0.22
Dues, Fees & Subscription	6,829.28	0.1	47,779.92	0.10
Gun Registration Expense	3,722.00	0.1	32,163.00	0.06
Office Administration Expense			4,906.80	0.01
Travel - G&A	309.19	0.0	309.19	0.00
Miscellaneous Expense	3,048.77	0.1	8,574.39	0.02
OUTSIDE PROFESSIONAL SERVICES				
Payroll Services	879.20	0.0	8,359.27	0.02
Legal Fees	60,215.10	1.1	106,812.15	0.22
Accounting Services	1,475.00	0.0	44,382.75	0.09
Consulting Fees	32,573.30	0.6	41,657.68	0.08
Architecture Fee			280.00	0.00
ADVERTISING EXPENSE				
Catalog Advertising	-49,636.74	-0.9	62,506.26	0.13
Internet Advertising	206.70	0.0	11,940.63	0.02
Printed Advertising	3,311.18	0.1	40,266.66	0.08
Convention & Display	450.00	0.0	63,987.51	0.13
Advertising	5,144.34	0.1	27,973.29	0.06
Store Promotions	2,293.98	0.0	4,048.95	0.01
INSURANCE EXPENSE				
Auto Insurance	5,353.84	0.1	19,798.86	0.04
Business Insurance	15,882.01	0.3	153,567.13	0.31
Workers Comp Insurance			35,004.44	0.07
Bid Bond Expense	100.00	0.0	6,276.15	0.01
Life Insurance			8,416.17	0.02
BUSINESS TAXES				
Miscellaneous Taxes	625.18	0.0	6,995.61	0.01
PA Capital Stock Tax	394.00	0.0	1,182.00	0.00
Philly Corp Taxes			6,994.75	0.01
NYC Corp Taxes	1,232.00	0.0	3,580.00	0.01
NJ Corp Taxes	375.00	0.0	2,126.76	0.00
MA Corp Taxes	138.00	0.0	2,597.73	0.01
Corporate Tax			2,500.00	0.01
NY Corp Taxes	750.00	0.0	2,260.00	0.00
Tax Rounding Differences	-0.57	0.0	-0.11	0.00
SALES EXPENSE				
DO NOT USE Sales Rep Expense	8,279.90	0.2	241,732.89	0.49
Travel - Sales	23,425.00	0.4	200,626.84	0.41
Meals & Ent - Sales	8,594.12	0.2	40,800.44	0.08
Car Lease	-3,245.23	-0.1		
Auto - Sales	138.05	0.0	3,663.20	0.01
Other - Sales	289.50	0.0	289.50	0.00
TOTAL OPERATING EXPENSES	1,003,650.15	18.80	8,902,215.33	17.97
INCOME FROM OPERATIONS	11,619.63	0.22	1,674,436.09	3.38
OTHER (EXPENSE) INCOME				
DO NOT USE Purchase Price Variance			0.00	0.00
TOTAL OTHER (EXPENSE) INCOME			0.00	0.00
INCOME BEFORE INCOME TAXES	11,619.63	0.22	1,674,436.09	3.38
Net Income :	11,619.63		1,674,436.09	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA	PHONE (A/C, No, Ext): (904) 724-2001	FAX (A/C, No.): (904) 223-0797
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland PA 17070 USA	INSURER A:	National Fire & Marine Ins Co	20079
	INSURER B:	Travelers Property Cas Co of America	25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570061738300 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			42GLO10030402 General Liability SIR applies per policy terms & conditions	07/27/2015	07/27/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJCAP9D90138415 Automobile	07/27/2015	07/27/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			42UMO10030602 Umbrella Liability	07/27/2015	07/27/2016	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau, NY is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Nassau, NY
1 West Street
Mineola, NY 11501 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier :

Certificate No : 570061738300

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) ATLANTIC TACTICAL, INC. 7225 QUEENS BLVD. WOODSIDE, NY 11377 **Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** (904) 741-1752 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 49-367370 **1d. Federal Employer Identification Number of Insured or Social Security Number** 23-2082171
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU, NY 1 WEST STREET MINEOLA, NY 11501	**3a. Name of Insurance Carrier** The Travelers Indemnity Company of Connecticut **3b. Policy Number of entity listed in box "1a"** TJ-UB-9D90133-5-15 **3c. Policy effective period** 07/27/2015 to 07/27/2016 **3d. The Proprietor, Partners or Executive Officers are** ☒ **included.** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kerry B. Fowlkes
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kerry B Fowlkes 8/21/15
(Signature) (Date)

Title: FIELD OPERATIONS SUPPORT ANALYST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4862

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Conville, 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 6th day of 20 16

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JARRETT L MCALICHER, NOTARY PUBLIC
FAIRVIEW TOWNSHIP, YORK COUNTY
MY COMMISSION EXPIRES APRIL 22, 2017

Name of submitting business: Atlantic Tactical, Inc.

By: Sean Conville
Print name

Signature

President
Title

04 / 06 / 2016
Date

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sean Conville

   Date of birth 05 / 28 / 1972

   Home address 2380 Woodstream Way

   City/state/zip Enola, PA 17025

   Business address 763 Corporate Circle

   City/state/zip New Cumberland, PA 17070

   Telephone 717-774-3339

   Other present address(es) Please see attached list

   City/state/zip Please see attached list

   Telephone 1-800-781-2677

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 01 / 20 / 2015 Treasurer 01 / 20 / 2015

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 01 / 20 / 2015 _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Conville, 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 6th day of April 2016

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JARRETT L MCALICHER, NOTARY PUBLIC
FAIRVIEW TOWNSHIP, YORK COUNTY
MY COMMISSION EXPIRES APRIL 22, 2017

Atlantic Tactical, Inc.
Name of submitting business

Sean Conville
Print name

Signature

President
Title

04 / 06 / 2016
Date

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

Corporate Address

763 Corporate Circle

New Cumberland, PA 17070

Corporate Retail Location

772 Corporate Circle

New Cumberland, PA 17070

Philadelphia PA Retail Location

7970 State Road

Philadelphia, PA 19136

New Jersey Retail Location

14 Worlds Fair Drive

Unit H

Somerset, NJ 08873

New York Retail Location

72-25 Queens Blvd

Woodside, NY 11377

Massachusetts Retail Location

379 University Ave

Westwood, MA 02090

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

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

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

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 90-180 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

BIDDER SIGN HERE _____ **BIDDER**

President **TITLE**

Sean Conville — CLAIMANT NAME
April 6, 216 — DATE

BY (SIGNATURE)
President — TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Sean Conville — **Claimant Name**
April 6, 2016 — **Date**

By Signature
President — **Title**

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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

BIDDER SIGN HERE _____ President
BIDDER — **TITLE**

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: Limited Lifetime

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:
N/A

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

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

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 365 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
365 days.

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BIDDER SIGN HERE _____ President
BIDDER **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

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

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:
National Fire & Marine Insurance Company; Travelers Property Cas Co. of America; The Travelers Indemnity Co. of CT
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Include the certificate of insurance with your bid Nassau County Must be named as an additional insured

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

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

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

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

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

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

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

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

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

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

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1-5 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ President _____ 4/6/2016

Signature **Title** **Date**

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

BIDDER SIGN HERE _____ President

BIDDER **TITLE**

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

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

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

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

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

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

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

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

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

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

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

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

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

this 6th day of April, 20 16 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:
Atlantic Tactical, Inc.

Address:
763

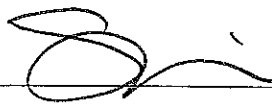
Street:
Corporate Circle

City, Town, etc:
New Cumberland, PA 17070

Telephone: 717-774-3339 Title: President

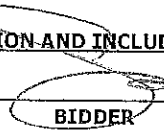
If applicable, responsible Corporate Officer

Name Sean Conville Title President

Signature:  Sign Here

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

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

BIDDER SIGN HERE  President

BIDDER **TITLE**

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

72 Pease Blvd Newington, NH 03801

Sig Sauer Inc. — Manufacturer

Rob Sen — Signature

Title VP Operations

FURTHERMORE:

That we authorize Atlantic Tactical
763 Corporate Circle New Cumberland, PA 17070
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Sig Sauer Inc. — Manufacturer

Rob Sen — Signature

Title

VP, Operations — Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE Rob Sen (BIDDER) — VP. Operations (TITLE)

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

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

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

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at ***https://eproc.nassaucountyny.gov/SupplierRegister***

TRADEINS:

As a condition of this bid, Contract must accept trade in of the item(s) listed as "trade ins" in the specifications, as attached and made part of this bid. An arrangement for the inspection of the listed trade ins can be made by contacting: LT. AL HIRSCH /PA # 17/1573210 at (516) 5737150 The successful bidder shall be responsible for the decontamination(s); as required by Federal Law, preparation, packaging, and shipment of trade in equipment to the Contractor's facility.

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

SECTION 1

Pricing

Item #	Qty.	Unit	Description	Unit Price	Total Price
1)	3150	.40 caliber pistol	SIG Sauer .40 Caliber pistols model P229R, P226R with night sights black nitron coated stainless steel slide alloy frame to include three (12) round magazines storage case gun lock and instructional manual	See amendment #1 $_____	$_____
2)	1575	.40 caliber pistol	DAK Trigger Model E29R-40-BASS-DAK-G	See amendment #1 $_____	$_____
3)	1575	.40 caliber pistol	E26R-400BSS-DAK-G and case	See amendment #1 $_____	$_____
			LESS TRADE INS		
4)	2650	9MM caliber pistol	Sig Sauer 9MM model P226	See amendment #1 $_____	$_____
			OR		
			Sig Sauer 9MM model P229	See amendment #1 $_____	$_____

SECTION 2

This section is for pricing with a discount off a price list or catalog. Bids will be based on discounts off the latest manufacturer's price list/catalog. Two (2) copies of each manufacturer's price list/catalog must accompany your bid. After one (1) year, the vendor may request in writing, 30 days prior, to update the manufacturer's price list at the same % discount originally offered on this bid. This % discount must remain for the entire life of the contract.

5) Sig Sauer parts catalog all replacement parts and accessories %_4.5_____

Orders greater that 100 per part number %_0_____

For order greater than $100.00 state chipping charge if any _0_____

Additional items, pistols and accessories can be added to this bid with written quote and amendment.

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

Edward P. Mangano
COUNTY EXECUTIVE

Eric C. Naughton
Deputy County Executive for
Finance

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO 68052-04126-29

FOR: Police Pistols

ISSUED: March 31, 2016
OPENING: April 12, 2016

TO ALL BIDDERS:

1) Section 1 should read:

SECTION 1

Pricing

Item #	Qty.	Unit	Description	Unit Price	Total Price
1)	1500	.40 caliber pistol	SIG Sauer .40 Caliber pistols model P229R, P226R with night sights black nitron coated stainless steel slide alloy frame to include three (12) round magazines storage case gun lock and instructional manual	$ 597.83	$ 896,745.00
2)	1500	.40 caliber pistol	DAK Trigger Model E29R-40-BASS-DAK-G	$ 597.83	$ 896,745.00
3)	1500	.40 caliber pistol	E26R-400BSS-DAK-G and case	$ 597.83	$ 896,745.00
			LESS TRADE INS		
4)	2650	9MM caliber pistol	Sig Sauer 9MM model P226	$ 375.00	$ 993,750.00
			OR		
			Sig Sauer 9MM model P229	$ 375.00	$ 993,750.00

Please note not every Order will have Trade Ins.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Michael Schlenoff
Director of Purchasing

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA	PHONE (A/C. No. Ext): (904) 724-2001	FAX (A/C. No.): (904) 223-0797
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland PA 17070 USA	INSURER A: National Fire & Marine Ins Co	20079
	INSURER B: Travelers Property Cas Co of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570066365020** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			42GLO10030403 General Liability SIR applies per policy terms & conditions	07/27/2016	07/27/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Self Insured Retention	$1,000,000 $50,000 $1,000,000 $2,000,000 $2,000,000 $250,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJCAP9D90138416 Automobile	07/27/2016	07/27/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			42UMO10030603 Umbrella Liability	07/27/2016	07/27/2017	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. 68052-04126-029
County of Nassau, its agents, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Nassau
Office of Purchasing, 1 West Street
North Entrance
Mineloa NY 11501 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier :

Certificate No : 570066365020

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) ATLANTIC TACTICAL INC 13386 INTERNATIONAL PARKWAY JACKSONVILLE FL 32218 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 904-741-1752 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 232082171
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU OFFICE OF PURCHASING 1 WEST STREET NORTH ENTRANCE MINEOLA NY 11501	3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company 3b. Policy Number of entity listed in box "1a" (TC2JUB-9D90133-5-16 3c. Policy effective period 07-27-2016 to 07-27-2017 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: STEPHANIE BAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stephanie Baker 5-4-2017
(Signature) (Date)

Title: SR.FIELD SUPPORT SPECIALIST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

FORMAL BID RECOMMENDATION

BID NUMBER 68052-04126-029 OPEN April 12, 2016
TITLE: Police Pistols
DATE: May 25, 2016
TO: BUYER – FROM: ADMINISTRATION

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

Date: May 25, 2016
To: Supervisor From: Buyer: Timothy Funaro

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

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/26/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to Atlantic
	Tactical Inc. as he lowest responsible bidder
	meet specifications and bid terms.
	.

Nassau County

Office of Purchasing

Staff Summary A-27-2017

Subject: Ready Mix Concrete & Cement Mixer Rentals (S/B # 75070-12105-203 v2, BPNC15000234)	Date: May 4, 2017
Department: Office of Purchasing	Vendor Name: Elm Transit Mix Corp.
Department Head Name: Eric Naughton	Contract Number A-27-2017
Department Head Signature	Contract Manager Name Mary Hoeflinger

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	5/22/17	Counsel to C.E.
	Budget	5/9/17	County Atty.
5/31/17	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC15000234 for Ready Mix Concrete & Cement Mixer Rentals for various Nassau County agencies has reached a level that requires oversight by said committee.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where one (1) vendor viewed the bid. Minority Affairs was given a copy of the bid. One (1) bid was received.

Impact on Funding: Estimated annual usage will exceed One Hundred Thousand Dollars ($100,000.00) from general operating or capital funds.

Recommendation: Office of Purchasing recommends approving the oversight of funding for this Blanket Purchase Order with Elm Transit Mix Corp. as the lowest responsible bidder meeting specifications.

APPROVED: 5/8/17

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2017 MAY 24 P 12: 12

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-27-2017**

FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: MAY 06, 2017

SUBJECT: RESOLUTION–VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO ELM TRANSIT MIX CORP. MEETING SPECIFICATIONS FOR READY MIX CONCRETE & CEMENT MIXER RENTALS.

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

ERIC NAUGHTON
DCE SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONRIBUTION FORM

RULES RESOLUTION 2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND ELM TRANSIT MIX CORP.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #75070-12105-203 v2 for Ready Mix Concrete & Cement Mixer Rentals for Various Nassau County Agencies as more particularly described in the bid document; and

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

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

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

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: Elm Transit Mix Corp

Dated: 3/24/17

Signed:

Print Name: Sandy Nicolia

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4** **for a complete description of lobbying activities.**

None

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

None

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

Dated: 3/24/17

Signed: _____

Print Name: Sandy Nicolia

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 by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sandy Nicolia
   Date of birth 10 / 12 / 1960
   Home address 30 St. Andrews Ct
   City/state/zip Old Westbury, NY 11590
   Business address 482 Grand Blvd
   City/state/zip Westbury, NY 11590
   Telephone 516-333-6144
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/1/10 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. * Attached

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? YES X NO ___ If Yes, provide details.
   Century Building Materials, LLC - Oct 2013 & Sept 2014 - Town of Huntington

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

BIDDER SIGN HERE _____ BIDDER _____ President TITLE

Sandy Nicolia Interest in Other Entities

Company Name	Federal EIN	% Ownership
Century Building Materials LLC	11-3364549	8%
Apple Ready Mix LLC	52-2389712	95%
SHN Holdings LLC	11-3375310	5%
Hardscape Building Supply LLC	27-4831611	20%
S. Nicolia & Sons Realty Corp	11-2170799	20%
State Material Mason Supply Inc.	11-2540839	20%
Hewlynn Building Supply LLC	26-2141182	20%
Nicolia Brothers Corp.	11-3119845	20%
Hastings Pavement Co., LLC	11-3535344	20%
Nicolia Concrete Products Inc.	11-3064158	20%
Nicolia Industries Inc.	11-3308897	20%

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? YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ 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? YES ___ NO _X_ 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? YES ____ NO _X_ 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? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ 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? YES ___ NO _X_ 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? YES ___ NO _X_ 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? YES ____ NO _X_ If Yes, provide details for each such occurrence.

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President TITLE

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? YES ____ NO _X_ 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? YES ____ NO _X_ 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? YES ____ NO _X_ 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? YES ____ NO _X_ 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, Sandy Nicolia, 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 24 day of March 2017

Sloane Dolan
Notary Public
Sloane Dolan
Notary Public - State of New York
Qualified in Nassau County
No. 01MA6184493
My Commission Expires 3/31/2020

Elm Transit Mix Corp
Name of submitting business

Sandy Nicolia
Print name

Signature

President
Title

3/24/17
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

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". No blanks.

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

Date: 03/23/2017

1) Proposer's Legal Name: Elm Transit Mix Corp

2) Address of Place of Business: 482 Grand Blvd, Westbury, NY 11590

List all other business addresses used within last five years:
none

3) Mailing Address (if different): none

Phone : 516-333-6144

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 065951758

5) Federal I.D. Number: 11-1953250

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership _X_ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No _X_ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No _X_ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No _X_ If Yes, provide details. _____

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President TITLE

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No _X_ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No _X_ 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? Yes ___ No _X_ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No _X_ 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? Yes ___ No X 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? Yes ____ No X; 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? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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.

No conflict exists - All current and future employees are screened upon employment

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; 1/5/1960

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

iii) Name, address and position of all officers and directors of the company; Sandy Nicolia

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 44 employees

vi) Annual revenue of firm; $12 million

vii) Summary of relevant accomplishments see attached)

viii) Copies of all state and local licenses and permits. See attached.

B. Indicate number of years in business. over 55 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Elm has been in business for over 55 years. Mr. Sandy Nicolia President for over 25 years. (See attached)

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 Town of Babylon

Contact Person Debbie A/P

Address 200 E. Sunrise Hwy

City/State Lindenhurst, NY 11757

Telephone 631-957-3000

Fax #

E-Mail Address

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BIDDER SIGN HERE _____ BIDDER

President TITLE

Company Town of Brookhaven

Contact Person Cassy Caputo

Address One Independence Hill

City/State Farmingdale, NY 11738

Telephone 631-451-6252

Fax #

E-Mail Address

Company Town of North Hempstead DPW

Contact Person Lisa Grimm

Address 2905 Denton Avenue

City/State New Hyde Park NY 11040

Telephone (516) 739-6710

Fax #

E-Mail Address GrimmL@northhempsteadny.gov

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BIDDER SIGN HERE _____ President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sandy Nicolia, 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 24 day of March 20 17

Notary Public

Sloane Dolan
Notary Public - State of New York
Qualified in Nassau County
No. 01MA6184493
My Commission Expires 3/31/2020

Name of submitting business: Elm Transit Mix Corp

By: Sandy Nicolia
Print name

Signature

President
Title

3/24/17
Date

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BIDDER SIGN HERE _____ BIDDER

President TITLE

Formed Sealed Bid Proposal –Office of Purchasing
County of Nassau

Elm Transit Mix
482 Grand Blvd
Westbury, NY 11590

Page 23 Part A
vii) Summary of relevant accomplishments

1. Supplied concrete to Posillico Civil for the following projects
   - NCDPW-various road
   - National Grid

2. Supplied concrete to J&A Concrete for the following projects
   -Stonybrook Mart & Bed Towers (over $3 million in concrete)
   -Adelphi University (over $400,000 in concrete)
   -Knapp Cardiac Center

3. Supplied concrete to Ruttura Construction for the following projects:
   -NYS Police Headquarters
   -Babylon Animal Shelter
   -Long Beach School
   -Huntington Hospital
   -Nassau Coliseum

4. Supplied concrete to Residential Fence/Laser for various town work for Town of Brookhaven and Town of Babylon

5. Supplied concrete to J. Anthony for Police Academy

6. Supplied concrete to Grace Industries for Bay Park Sewer Treatment Plant.

Part C:

Elm Transit Mix has been servicing the Long Island and Queens, NY area since 1959. Our customer base varies from New York State, Nassau and Suffolk Counties, local municipalities to commercial and residential customers. Jobs supplied by Elm Transit Mix range from residential to the eight level 240,000 sq ft Medicine and Research Translation(MART) building and 225,000 sq ft new Bed Tower at Stonybrook University. Specialized concrete products are also available for any project. Elm Transit Mix offers highly experienced Sales and Quality Control personnel who are trained to work hand-in-hand with our customers to insure our customers Ready-Mix needs are met. The majority of our fleet of Ready-Mix trucks are front loaders to enable easy access for those hard to reach areas.

National Ready Mixed Concrete Association

NRMCA

Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

Westbury Plant No. 1 (Dry), Westbury, NY

Elm Transit Mix Corp.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities.* As of the inspection date, the facilities met the requirements for production by

Truck Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures

(Seal)

Signature of Licensed Professional Engineer

June 23, 2016	*June 23, 2018*
Inspection Date	Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

Signature of Company Official

Title of Company Official

NOTICE: The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 840817

Certification ID #: 19791

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

National Ready Mixed Concrete Association 900 Spring Street • Silver Spring • Maryland 20910

National Ready Mixed Concrete Association

NRMCA

Certificate of Conformance For Concrete Production Facilities

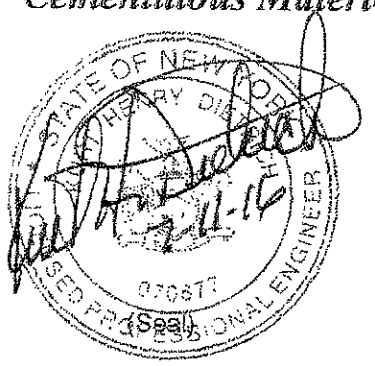
THIS IS TO CERTIFY THAT

Westbury Plant No. 2 (Wet), Westbury, NY

Elm Transit Mix Corp.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities.* As of the inspection date, the facilities met the requirements for production by

Central Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures



Signature of Licensed Professional Engineer

June 23, 2016	*June 23, 2018*
Inspection Date	Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

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Title of Company Official

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This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 840818

Certification ID #: 20122

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

COUNTY OF NASSAU

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

1. Name of the Entity: Elm Transit Mix Corp

Address: 482 Grand Blvd.

City, State and Zip Code: Westbury, NY 11590

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Sandy Nicolia - 482 Grand Blvd, Westbury, NY - President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Sandy H. Nicolia

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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BIDDER SIGN HERE _____ BIDDER

President TITLE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: 3/24/17

Signed: [signature]
Print Name: Sandy Nicolia

Title: President

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

BIDDER SIGN HERE [signature] BIDDER

President TITLE

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

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

BID NUMBER
75070-12105-203 V2

Dated: 11/25/2015

BID OPENING DATE
12/10/2015
11:00 A.M. E.S.T.

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

OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE : Ready Mix Concrete and Cement Mixer Rentals

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Various Nassau County Agencies	48 hours DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-1953250

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	Elm Transit Mix Corp.		
ADDRESS	482 Grand Blvd		
CITY	Westbury	STATE NY	ZIP CODE 11590 TELEPHONE 516-333-6144
Emily Nicolia		Sandy Nicolia President.	
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

BPNC1500234

12/8/15

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

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Elm Transit Mix Corp.

Address: 482 Grand Blvd Westbury NY 11590

Telephone No: 516-333-6144 Fax No: 516-333-6285

1. State Whether: A Corporation XXX

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

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

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
75070-12105-203 V2

QUALIFICATION STATEMENT

BIDDER'S NAME: Elm Transit Mix Corp

ADDRESS: 482 Grand Blvd Westbury NY 11590

1. STATE WHETHER: CORPORATION XX INDIVIDUAL _____ PARTNERSHIP ____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Sandy Nicolia 482 Grand Blvd Westbury NY 11590
   VICE PRESIDENT
   SECRETARY
   TREASURER

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 50+

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? _____

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Sandy Nicolia	President	50	all phases	Owner

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

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

BIDDER SIGN HERE Sandy Nicolia — President
BIDDER — **TITLE**
Sandy Nicolia

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

Sandy Nicolia President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of Babylon
ADDRESS: 200 E. Sunrise Hwy
Lindenhurst NY 11757
TELEPHONE: 631-957-3400 CONTACT PERSON
CONTRACT DATE: 02/11/10 on going

2. REFERENCE'S NAME: Town of Brookhaven
ADDRESS: One Independence Hill
Farmingville NY 11738
TELEPHONE: 631-451-6252 CONTACT PERSON Cassy Caputo
CONTRACT DATE: 1/6/10 on going

3. REFERENCE'S NAME:
ADDRESS:
TELEPHONE: CONTACT PERSON
CONTRACT DATE:

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

BIDDER SIGN HERE Sandy Nicolia **BIDDER** President **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE Sandy Nicolia — President
BIDDER — TITLE

Sandy Nicolia

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE Sandy Nicolia 7 — President

BIDDER — **TITLE**

Sandy Nicolia 7

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

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

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

IMPORTANT

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

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

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

BIDDER SIGN HERE Sandy Nicolia — President

BIDDER — TITLE

Sandy Nicolia

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
75070-12105-203 V2

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

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Ready Mix Concrete and Cement Mixer Rentals**

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

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made _____ **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

Elm Transit Mix Corp
CLAIMANT NAME

DATE

President
BY (SIGNATURE)

TITLE

Sandy Nicolia

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

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

BIDDER SIGN HERE _____ President
BIDDER

TITLE

Sandy Nicolia 30

Vendors may download claim form NIFS560 at the following URL:

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

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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

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

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

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

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

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

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

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

BIDDER SIGN HERE Sandy Nicolosi — President

BIDDER Sandy Nicolosi31 — **TITLE**

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD:_____

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

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

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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

BIDDER SIGN HERE Sandy Nicolia — President

BIDDER — TITLE

Sandy Nicolia 32

FIRM PRICES: Prices will be firm for a period of _____from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after _____ days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

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

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

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

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

Sandy Nicolia

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
75070-12105-203 V2

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

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

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

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

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

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

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

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

this_____ day of 12/8/2015, 20_____ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Elm Transit Mix Corp

Address: 482 Grand Blvd

Street: Westbury NY 11590

City, Town, etc:

Telephone: 516 333-6144 Title: President

If applicable, responsible Corporate Officer

Name Sandy Nicolia Title President

Signature: Sandy Nicolia

Sign Here

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

GENERAL CONDITIONS:

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

BIDDER SIGN HERE Sandy Nicolia President

BIDDER **TITLE**

Sandy Nicolia

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

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

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

Sandy Nicolia

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

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

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

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

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

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

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

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

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

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

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

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

BIDDER SIGN HERE _____ President
BIDDER TITLE
Sandy Nicolia

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

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at
https://eproc.nassaucountyny.gov/SupplierRegister

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: _____
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

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

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

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Sandy Nicola

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sandy Nicolaz

President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
75070-12105-203 V2

READY MIX CONCRETE SPECIFICATONS

All items bid must meet or exceed the specifications for materials, mixing, inspection, and testing found in Part Three, General Specifications, of the County of Nassau Department of Public Works, Standard Specifications and Detail Sheets for Civile Engineering and Site Development Construction (Volume 1 – 2009 edition)
If a vendor would like to review or purchase these General Specifications, they are available for at the DPW offices located at 1194 Prospect Avenue, Westbury, NY 11590, phone: (516) 571-9600.
The specifications for the mix design for the various classes shall be as follows:

Class A: The mix design shall be 1-1 ½ - 3 approximately 7.4 bags of cement per cubic yard with a PSI of 3200. That is one (1) part cement to one and one half (1 ½) parts sand to three (3) Parts stone (measured by volume).

Class 2A: The mix design shall be the same as Class A (air entrained).

Class B: The mix design shall be 1-2-4 approximately 6 bags of cement per cubic yard with a PSI of 2500. That is one (1) part cement to two (2) parts sand to four (4) parts stone gravel (measured by volume).

All material must be NY State approved source NYS/Nassau DPW.

It is understood that the mix design can vary slightly depending on the agency, as long as its compressive strength meets the minimum PSI rating for that class.

THE APPROXIMATE ANNUAL USAGE FOR ALL ITEMS IS $80,000.00

FURNISH & DELIVER ALL ITEMS AS REQUESTED BY USING AGENCY

ITEMS 1-6 ARE FOR READY MIX CONCRETE, CLASS A

Item #	UNIT	Description	Unit Price
1	CU. YD	6 & OVER CU. YDS	$99.55
2	CU. YD	5 CU. YDS	$99.55
3	CU. YD	4 CU. YDS	$99.55
4	CU. YD	3 CU. YDS	$99.55
5	CU. YD	2 CU. YDS	$99.55
6	CU. YD	1 ONLY CU. YDS	$99.55

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

BIDDER SIGN HERE Sandy Ricotta — BIDDER

President — TITLE

Sandy Ricotta

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
75070-12105-203 V2

ITEMS 7-12 ARE FOR READY MIX CONCRETE, CLASS 2A

Item #	UNIT	Description	Unit Price
7	CU. YD	6 & OVER CU. YDS	$ 99.55
8	CU. YD	5 CU. YDS	$ 99.55
9	CU. YD	4 CU. YDS	$ 99.55
10	CU. YD	3 CU. YDS	$ 99.55
11	CU. YD	2 CU. YDS	$ 99.55
12	CU. YD	1 ONLY CU. YDS	$ 99.55

ITEMS 13-18 ARE FOR READY MIX CONCRETE CLASS B

Item #	UNIT	Description	Unit Price
13	CU. YD	6 & OVER CU. YDS	$ 98.45
14	CU. YD	5 CU. YDS	$ 98.45
15	CU. YD	4 CU. YDS	$ 98.45
16	CU. YD	3 CU. YDS	$ 98.45
17	CU. YD	2 CU. YDS	$ 98.45
18	CU. YD	1 ONLY CU. YDS	$ 98.45
19	CU. YD	WINTER MIX SURCHARGE FOR CONCRETE POURED IN TEMPERATURE 40 DEGREES AND BELOW	$ NO Charge

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

CEMENT MIXER RENTAL SPECIFICATIONS

This blanket purchase order is for the rental of **mobile mixers with operator. All items will be operated by properly licensed drivers.** All rental equipment must be model year 2007 or newer. All rental equipment must be registered, insured, and have a valid NYS inspection certificate. Vendor shall be responsible for all maintenance & repairs of rental equipment. Nassau County will be responsible for replacing any fuel used during rental period.

All mobile mixers must be certified and approved for all Nassau County specified mixes.

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

BIDDER SIGN HERE Sandy Nicolao — BIDDER

President — TITLE

All equipment being provided shall be of the proper size and type for handing the capacities specified.

All mobile mixers must have two compartment cementitious; one compartment cement and one compartment pozzolan (for fly ash or slag for filler).

THE APPROXIMATE ANNUAL USAGE FOR ALL ITEMS IS $10,000.

Item #	UNIT	Description	Unit Price
20	HOUR	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
21	½ DAY (4 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
22	DAY (8 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
23	WEEKLY	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
24	MONTHLY (28 DAYS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
25	HOUR	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 6 CUBIC YARDS OR GREATER	$ N/A
26	½ DAY (4 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	$ N/A
27	DAY (8 HOURS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	$ N/A
28	WEEKLY	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 - 5 CUBIC YARDS	$ N/A
29	MONTHLY (28 DAYS)	MOBILE MIXER RENTAL (TWO COMPARTMENTS), SUITABLE FOR 1 – 5	

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

BIDDER SIGN HERE Sandy Nicolia (BIDDER) President (TITLE)

Sandy Nicolia

		CUBIC YARDS	$ N/A
30	HOUR	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	$ N/A
31	½ DAY (4 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 – 5	$ N/A
32	DAY (8 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	$ N/A
33	WEEKLY	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	$ N/A
34	MONTHLY (28 DAYS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 1 - 5	$ N/A
35	HOUR	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	$ N/A
36	½ DAY (4 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	$ N/A
37	DAY (8 HOURS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	$ N/A
38	WEEKLY	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	$ N/A
39	MONTHLY (28 DAYS)	RENTAL OF TRUCK SUITABLE FOR TRANSPORTING ITEMS OF 6 - 10	$ N/A

Please list the year, make and model for all equipment being provided under items 20 – 39 :

ITEM	YEAR	MAKE	MODEL
20-24	N/A		
25-29			
30-34			
35-39			

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

BIDDER SIGN HERE Sandy Nicolia — BIDDER

President — TITLE

Sandy Nicolia 42

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

BIDDER SIGN HERE Sandy Nicolia — BIDDER

President — TITLE

Sandy Nicolia

Edward P. Mangano
COUNTY EXECUTIVE

Frank Intagliata
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO. 75070-12105-203

FOR: Ready Mix Concrete and Cement Mixer Rentals

ISSUED: November 25, 2015

OPENING: December 10, 2015

TO ALL BIDDERS:

1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

   A) Formal Sealed Bid No. 75070-12105-203 bid has been replaced with 75070-12105-203 V2

   B) All bidders must submit Version 2

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata
Commissioner of Shared Services

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lori Rasmuson (10950)	
UNFCU Financial Svcs LLC d/b/a Industrial Coverage 62 South Ocean Avenue Patchogue NY 11772	PHONE (A/C, No, Ext): (631)736-7500	FAX (A/C, No): (631)736-7619
	E-MAIL ADDRESS: lrasmuson@industrialcoverage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Insurance Company of	20478
INSURED Elm Transit Mix Corp. 612 MUNCY AVENUE LINDENHURST NY 11757	INSURER B: Continental Casualty Co.	20443
	INSURER C: InSmart National Inc.	
	INSURER D: James River Ins. Co.	12203
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		5084614641	2/15/2017	2/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X SYMBOL 10	X		5095043480	2/15/2017	2/15/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	X		0699003099986	2/15/2017	2/15/2018	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Issued with NYSIF			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	EXCESS LIABILITY			000555394	6/1/2016	6/1/2017	EACH OCCURRENCE AGGREGATE	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau are included as additional insured for General Liability, Auto & Umbrella if required by written contract in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

County of Nassau
Office of Purchasing
1 West Street North Entrance
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Romeo Sr. (10941)/A

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OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENE DECWEMBER 10
BID NO: 75070-12105-203
REQ. NO: N/A
TITLE: READY MIX CONCRETE & CEMENT MIXER RENTALS

					ELM TRANSIT M																DETAILS OF AWARD	
					2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	TO NO.	AMOUNT
ITEM #		ARTICLE	QTY	UNIT																			
1	CLASS A	6 & OVER CU. YDS	CU YD	$	99.55																	1	99.55
2		5 CU. YDS	CU YD	$	99.55																	1	99.55
3		4 CU. YDS	CU YD	$	99.55																	1	99.55
4		3 CU. YDS	CU YD	$	99.55																	1	99.55
5		2 CU. YDS	CU YD	$	99.55																	1	99.55
6		1 ONLY CU. YD.	CU YD	$	99.55																	1	99.55
7	CLASS 2A	6 & OVER CU. YDS	CU YD	$	99.55																	1	99.55
8		5 CU. YDS	CU YD	$	99.55																	1	99.55
9		4 CU. YDS	CU YD	$	99.55																	1	99.55
10		3 CU. YDS	CU YD	$	99.55																	1	99.55
11		2 CU. YDS	CU YD	$	99.55																	1	99.55
12		1 ONLY CU. YD.	CU YD	$	99.55																	1	99.55
13	CLASS B	6 & OVER CU. YDS	CU YD	$	98.45																	1	98.45
14		5 CU. YDS	CU YD	$	98.45																	1	98.45
15		4 CU. YDS	CU YD	$	98.45																	1	98.45
16		3 CU. YDS	CU YD	$	98.45																	1	98.45
17		2 CU. YDS	CU YD	$	98.45																	1	98.45
18		1 ONLY CU. YD.	CU YD	$	98.45																	1	98.45
19		WINTER MIX SURCHARGE	CU YD	$	NC																	1	NC
20		MOBILE MIXER	6CU	HOUR	N/B																	NO AWARD	
21		MOBILE MIXER	6CU	1/2 DAY	N/B																		
22		MOBILE MIXER	6CU	DAY	N/B																		
23		MOBILE MIXER	6CU	WEEKLY	N/B																		
24		MOBILE MIXER	6CU	MONTHLY	N/B																		
25		MOBILE MIXER	1-5CU	HOUR	N/B																		
26		MOBILE MIXER	1-5CU	1/2 DAY	N/B																		
27		MOBILE MIXER	1-5CU	DAY	N/B																		
28		MOBILE MIXER	1-5CU	WEEKLY	N/B																		
29		MOBILE MIXER	1-5CU	MONTHLY	N/B																		
30		TRUCK SUITABLE FOR TRANSPORTING	1-5	HOUR	N/B																		
31		TRUCK SUITABLE FOR TRANSPORTING	1-5	1/2 DAY	N/B																		
32		TRUCK SUITABLE FOR TRANSPORTING	1-5	DAY	N/B																		
33		TRUCK SUITABLE FOR TRANSPORTING	1-5	WEEKLY	N/B																		
34		TRUCK SUITABLE FOR TRANSPORTING	1-5	MONTHLY	N/B																		
35		TRUCK SUITABLE FOR TRANSPORTING	6-10	HOUR	N/B																		
36		TRUCK SUITABLE FOR TRANSPORTING	6-10	1/2 DAY	N/B																		
37		TRUCK SUITABLE FOR TRANSPORTING	6-10	DAY	N/B																		
38		TRUCK SUITABLE FOR TRANSPORTING	6-10	WEEKLY	N/B																		
39		TRUCK SUITABLE FOR TRANSPORTING	6-10	MONTHLY	N/B																		
PRPARED BY			TERMS																			✓	✓

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 12/10/15 Claudia Colasurdo Technical Coordinator

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER : 75070-12105-203 OPEN : December 10 ,2015
TITLE: Ready Mix Concrete and Cement Mixer Rentals
DATE: December 10, 2015
TO: **BUYER – Mary Hoeflinger** FROM: ADMINISTRATION

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

Date: December 10, 2015
To: Supervisor From: Buyer: Mary Hoeflinger

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

Mary Hoeflinger
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 12/11/15

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

_____
Director

	Bid Results
Items	**Bidder**
1-18	Recommend an award be given to Elm Transit Mix Corp. as the lowest responsible bidder meeting specifications and terms.
19-39	No Award

E-137-17

ADDITIONAL INFORMATION

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jennifer Katz
   Date of birth 9 / 21 / 82
   Home address 23 Fawn Drive
   City/state/zip Montville, NJ 07045
   Business address 1185 Avenue of the Americas
   City/state/zip NY, NY 10036
   Telephone 212-372-1617
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 10 / 1 / 16
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Partner, <1%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ___ If Yes, provide details. Partner capital loan

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

RECEIVED
NASSAU COUNTY
CLERK'S OFFICE/LEGISLATURE
2017 MAY 30 P 1:19

Rev. 3-2016

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? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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, Jennifer Katz, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of May 2017

Notary Public

BDO USA LLP
Name of submitting business

Jennifer Katz
Print name

Jennifer Katz
Signature

Partner
Title

5 / 30 / 17
Date

STEVEN P. GILCHRIST
Notary Public - State of New York
No. 01GI4876010
Qualified in Nassau County
My Commission Expires November 3, 2018

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name James Walch
   Date of birth 06/04/1952
   Home address 2432 105th Ave NE
   City/state/zip Eyota, MN 55934
   Business address 310 Broadway Ave. S., Suite 300
   City/state/zip Rochester, MN 55904
   Telephone 507-226-0410
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/_____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 10/1/1988
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ___ YES X If Yes, provide details. I am a partner in RSM, LLP. There are over 800 partners, ownership is less than 1%.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES X If Yes, provide details. All partners have required capital equity. My total is $300,000.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

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I, James Walch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of May 2017

Eric Allecson

Notary Public

ERIC ALLECKSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2018

RSM LLP

Name of submitting business

James Walch

Print name

James Walch

Signature

Partner

Title

5/30/2017

Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: April 13, 2017

1) Bidder's/Proposer's Legal Name: RSM US LLP

2) Address of Place of Business: 1185 Avenue of the Americas New York, NY 10036

List all other business addresses used within last five years:
Address of the principal place of business is: One South Wacker Drive, Suite 800, Chicago, IL 60606

3) Mailing Address (if different):

Phone : 212-372-1000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-348-2424

5) Federal I.D. Number: 42-0714325

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) LLP

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No ___ If Yes, provide details for each such investigation. See Attachment A.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes X If Yes, provide details for each such

occurrence. See Attachment A.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No 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 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 on behalf of Nassau County. _____
No conflicts exist

b) Please describe 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. _____
No conflicts exist. See attached policy.

When we pursue or accept new client engagements, certain information about the prospective client is circulated throughout the firm for purposes of identifying conflicts of interest or independence issues.

We have identified no such issues with respect to our ability to serve the County.

Your engagement partner, Scott Bassett, will take an active role in determining which non-audit services we perform—and is responsible for making prudent decisions in line with all applicable independence rules.

All RSM US LLP partners and client service employees are provided access to our policies and procedures relating to independence and conflicts of interest and are educated about prohibited non-audit services, including consulting services. We obtain annual written acknowledgment regarding their understanding of, and compliance with, these policies.

In the event that the question of a conflict of interest arises, we will contact the Count Attorney's office to discuss the issue and to make a determination.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. See attached pages from original proposal and updated bios.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation; 1926, date of incorporation 1994.

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; A full listing of partners has been provided.

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

iv) State of incorporation (if applicable); RSM US LLP is an Iowa limited liability partnership incorporated December 30, 1994.

v) The number of employees in the firm; Nearly 9,000, see attached write up.

vi) Annual revenue of firm; $1,845,000,000 as of April 30, 2016.

vii) Summary of relevant accomplishments See attached write up.

viii) Copies of all state and local licenses and permits. See attached write up regarding requirements for licenses.

B. Indicate number of years in business. We have been in business since 1926, 91 years.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. We have been performing the audit of Nassau County since 2014

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Nassau County Interim Finance Authority

Contact Person Carl Dreyer, Treasurer

Address 1305 Franklin Avenue, Suite 302

City/State Garden City, NY 11530

Telephone 516-248-3077

Fax # 516-248-4050

E-Mail Address carl.dreyer@nifa.ny.gov

Company Nassau County Sewer and Storm Water Finance Authority

Contact Person Beaumont Jefferson, County Treasurer

Address 1 West Street

City/State Mineola, NY 11501

Telephone 516 571 5031

Fax # 516-571-1528

E-Mail Address bjefferson@nassaucountyny.gov

Company Nassau County Tobacco Settlement Corporation

Contact Person Beaumont Jefferson, County Treasurer

Address 1 West Street

City/State Mineola, NY 11501

Telephone 516-571-5031

Fax # 516-571-1528

E-Mail Address bjefferson@nassaucountyny.gov

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. We have been performing the audit of Nassau County since 2014.

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I, Scott A. Bassett, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of April 20 17

Veronica C. Wallace
Notary Public State of Connecticut
County of New Haven

Name of submitting business: RSM US LLP

By: Scott A. Bassett Print name

Scott A Bassett
Signature

Partner
Title

04 / 13 / 2017 Date

Attachment A

RSM US LLP is a national provider of accounting, tax and consulting services. Like other professional services firms, we engage in matters with legal and regulatory implications as a part of doing business. At any given time, most public accounting firms will have ongoing legal activity.

As is customary within the accounting profession and other professional practices, RSM does not disclose information pertaining to legal proceedings. Settlements and regulatory activity often involve matters that are bound by confidentiality agreements and orders that prohibit comment. However, there are no pending or actual claims that could reasonably be expected to impact our ability to serve our clients generally, or to provide the services contemplated by this proposal, specifically.

With respect to Questions 13 and 14(a):

There are no matters responsive to these questions which had any connection or relationship to the services to be provided in this contract or to any New York personnel. No current or pending matter will impact our ability to perform per the requirements of this contract.

Contract ID#: CQAT17000004

Department: County Attorney

E-37-17

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT17000004 NIFS Entry Date: 3/28/2017 Term: Effective date – 5 years

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Orrick, Herrington & Sutcliffe LLP	Vendor ID#: 942952627	Department Contact: Jaclyn Delle
Address: 51 West 52nd Street, New York, New York 10019	Contact Person: Thomas E. Myers, Esq.	Address: 1 West Street, Mineola, New York 11501
	Phone: (212) 506-5212	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
4/5/17	OMB	*NIFS Approval* ☑	4/5/17		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	4/28/17		
	County Attorney	*CA Approval as to form* ☑	5/2/17		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
5/23/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/23/17		

PR5254 (8/04)

Contract ID#: CQAT17000004

Department: County Attorney

Contract Summary

Description: New outside counsel contract.

Purpose: This is a contract for Bond Counsel services.

Method of Procurement: On June 23, 2016, the County received proposals from ten (10) firms in response to the County's Request for Proposals for Bond Counsel Services. Of the ten proposers, four were interviewed by members of the County Attorney's Office, the County Treasurer's Office, and the Office of Management and Budget. Counsel was selected as a result of this process. Counsel has also previously contracted with the County..

Procurement History: New contract. Please see method of procurement above.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $.01 (contingency fee)

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/23/17
Date	Date	*(For Office Use Only)* E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Orrick, Herrington & Sutcliffe LLP (CQAT17000004)

2. Dollar amount requiring NIFA approval: $ .01 (contingency fee)

Amount to be encumbered: $ .01

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: Effective date - 5 years

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an outside counsel contract for Bond counsel services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 4/14/17

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.

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 ATTORNEY'S OFFICE, AND ORRICK, HERRINGTON & SUTCLIFFE LLP

WHEREAS, the County has negotiated a personal services agreement with Orrick, Herrington & Sutcliffe LLP to provide bond counsel services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Orrick, Herrington & Sutcliffe LLP

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Orrick, Herrington & Sutcliffe LLP (CQAT17000004)

CONTRACTOR ADDRESS: 51 West 52nd Street, New York, New York 10019

FEDERAL TAX ID #: 942952627

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on June 2, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, the NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 23, 2016. Ten (10) proposals were received and evaluated. The evaluation committee consisted of: Steven Conkling, Office of Management and Budget; Jaclyn Delle, Office of the County Attorney; Conal Denion, Office of the County Attorney; Beaumont Jefferson, County Treasurer; and Lisa A. LoCurto, Office of the County Attorney. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. 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

3/24/16

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.***

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?

$2,500 Friends of Ed Mangano

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1/13/17

Vendor: Orrick, Herrington & Sutcliffe LLP

Signed:

Print Name: Thomas E Myers

Title: Partner

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers must be 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 Eileen B. Heitzler
   Date of birth ____/____/____
   Home address Confidential
   City/state/zip ____
   Business address 51 West 52nd Street
   City/state/zip New York, New York 10019-6142
   Telephone 212-506-5235
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

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

3. Do you have an equity interest in the business submitting the questionnaire?
   YES XX NO ___ If Yes, provide details. All equity partners have an equity interest in the firm

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ___ If Yes, provide details. All equity partners have an equity interest in the firm

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO XX If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO XX If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO XX 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? YES ___ NO XX 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? YES ____ NO XX 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? YES ___ NO XX If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO XX If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO XX 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? YES ___ NO XX 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? YES ___ NO XX 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? YES ____ NO XX 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? YES ____ NO XX 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? YES ____ NO XX 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? YES ____ NO XX 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? YES ____ NO XX 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, Eileen B. Heitzler, 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 20th day of March 2017

Elizabeth Solano

Notary Public

ELIZABETH SOLANO
Notary Public, State of New York
No. 01JO4973240
Qualified in Kings County
Certificate Filed in New York County
Commission Expires October 15, 2018

Orrick, Herrington & Sutcliffe LLP

Name of submitting business

Eileen B. Heitzler

Print name

Eileen B. Heitzler

Signature

Partner

Title

3/20/17

Date

Business History Form

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: ~~June 24, 2016~~ March 20, 2017

1) Proposer's Legal Name: Orrick, Herrington & Sutcliffe LLP

2) Address of Place of Business: 51 West 52nd Street New York NY 10019-6142

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 212-506-5000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 071870661

5) Federal I.D. Number: 94-2952627

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership XX Corporation ___ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes XX No ___ If Yes, please provide details: Orrick shares space and equipment with its related entities. Please see attached listing of related entities

8) Does this business control one or more other businesses? Yes XXNo __ If Yes, please provide details: Please see attached listing of related entities

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No x If Yes, provide details. Orrick is a limited liability partnership and is controlled by its partners and no other business.

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 XX 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 XX 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 XX If Yes, provide details for each such investigation. Orrick makes this response on behalf of itself, its officers and directors and not on behalf of any individual parter, attorney, or other employee

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 XX If Yes, provide details for each such investigation. Orrick makes this response on behalf of itself, its officers and directors and not on behalf of any individual partner, attorney or other employee

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? Yes ___ No XX If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No XX 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? Yes ___ No XX If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No XX 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? Yes ___ No XX 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? Yes XX No If Yes, provide details for each such instance.
From time to time our attorneys have had their profesional licensed temporarily suspended for failure to pay bar dues.

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? Yes ___ No XX 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. Orrick and a related entity have currently been assessed in two of the jurisdictions in which we practice, an alleged tax liability. Orrick has challenged these assessments.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict existrs

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the County.
No to the best of our knowledge

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the County.
None to the best of our knowledge

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.
Orrick has a detrailed written conflicts policy that all attorneys must follow in accepting any new client representation. For confidentiality reasons, it is against our firm policy to provide third parties with a writeen copy of our detailed policy outlining the specifics of our conflicts checking procedures. In summary, Orrick's procedures for accepting new matters require all lawyers to notify the firms' conflcits department before opening a new matter.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include: Please see attached

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. Orrick has been in business for over 150 years.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. Please see attached

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company County of Onondaga

Contact Person Steven Morgan, Chief Fiscal Officer

Address John J. Mulroy Civic Center 421 Montgomery Street

City/State Syracuse, NY 13202-2998

Telephone 315-435-3346

Fax # 315-435-3439

E-Mail Address stevenmorgan@ongov.net

Company Broome County

Contact Person Marie F. Kalka, Director of the Office of Management and Budget

Address County Office Building 44 Hawley Street Government Plaza

City/State Binghamton, NY 13902

Telephone 607-778-2467

Fax # 607-778-2044

E-Mail Address mkalka@co.broome.ny.us

Company Monroe County

Contact Person Robert Franklin, Director of iInance-Chief Financial Officer

Address 402 County Office Building

City/State Rochester, NY 14614

Telephone 585-753-1157

Fax # 585-753-1133

E-Mail Address robertfranklin@monroecounty.gov

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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, Thomas E Myers, 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 20th day of March 2017

Elizabeth Solano

Notary Public

ELIZABETH SOLANO
Notary Public, State of New York
No. 01JO4973240
Qualified in Kings County
Certificate Filed in New York County 18
Commission Expires October 15, 20__

Name of submitting business: Orrick, Herrington & Sutcliffe LLP

By: Thomas E Myers
Print name

Signature

Partner
Title

03 / 20 / 2017
Date

Supplement to Appendix C Business History Form

A. Include a resume of detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior or similar experiences and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal MUST include:

i) **Date of formation;**

Orrick traces its history back to 1863 and the firm has been doing business as Orrick, Herrington & Sutcliffe LLP (a limited liability partnership organized under the laws of the state of California) since 1996.

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

See attached listing of partner names. The addresses of the firm's partners are confidential.

iii) **Name address and position of all officers and directors of the company.**

Please see attached listing of firm leadership.

iv) **State of incorporation if applicable;**

Not applicable, Orrick is not a corporation.

v) **The number of employees in the firm;**

As of June 21, 2016, there are currently 2,744 people employed by Orrick.

vi) **Annual revenue of the firm;**

Our firm has long recognized that our financial health matters to our clients and impacts our ability to deliver client service and invest for the future, and we are committed to maintaining one of the strongest balance sheets in the legal industry. We are recognized by three of the leading industry watchers – Citigroup Law Firm Banking Group, Wells Fargo's Law Firm Banking Group and PricewaterhouseCoopers – to be among the healthiest U.S.-origin law firms.

We consistently look for opportunities to conserve financial resources and limit borrowing, including cost-savings initiatives, judicious use of bank lines of credit, renegotiations of long-term leases, and negotiating favorable office renovation and build-out terms. For example, most of the firm's support functions are located at our Global Operations Center in Wheeling, West Virginia, which has a substantially lower cost structure than the major metropolitan areas.

Our $913 million in 2015 revenue was derived from a diverse group of more than 20 practice groups, almost evenly split between transactional and litigation practices and with approximately 25% of revenue generated outside of the United States. No individual office

represents more than 25% of revenue, no individual practice group represents more than 16% of revenue, and no single client represents more than 4 % percent of our revenue.

PricewaterhouseCoopers LLP, our auditors, issued a clean financial opinion for the firm for its 2015 fiscal year.

vii) Summary of relevant accomplishments

Please refer to Appendix B.

vii) Copies of all state and local licenses and permits

All members of Orrick's proposed team of public finance and public finance tax attorneys are members in good standing of the New York State bar.

B. Indicate the number of years in business

Orrick has been in business for over 150 years.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Orrick has maintained a substantial practice in the area of public finance for over 100 years. Orrick has been the premier bond counsel firm throughout that period, and has been ranked first in the country as bond counsel and as underwriters counsel for most of the last two decades. Nationally, during 2015, we again ranked number one in the country as bond counsel, serving on 390 issues aggregating more than $38 billion with a market share of 10.1%, and number one as disclosure counsel serving on 131 issues aggregating more than $26.33 billion with a market share of 19.7%. Orrick was also ranked as the number 7 underwriter's counsel firm, serving on 112 transactions aggregating more than $8.6 billion with a market share of 2.3%.

Orrick, Herrington & Sutcliffe LLP
2016 Related Entities

1. Orrick, Herrington & Sutcliffe (Europe) LLP, a United Kingdom limited liability partnership domesticated in Delaware

2. Orrick, Herrington & Sutcliffe SAS, a French corporate entity

3. Orrick, Herrington & Sutcliffe MNP, a multinational partnership domesticated in Delaware (in process of being dissolved)

4. Orrick, Herrington & Sutcliffe – *Studio Legale Associato* and [Named Members], an Italian *Associazione Professionale*

5. Orrick, Herrington & Sutcliffe Limited, a UK private limited company

6. OHS Secretaries Limited, a UK private limited company

7. OHS Nominees Limited, a UK private limited company

8. Orrick (CIS) LLC, a Delaware limited liability company

9. OHS Moscow Partners, LLC, a Delaware limited liability company

10. Orrick Tokyo Law Offices, a joint venture between Orrick Tokyo Law Offices and the Firm

11. Orrick Foreign Legal Affairs Attorneys-at-Law, a foreign legal affairs partnership existing under the laws of the Republic of China

12. Orrick, Herrington, & Sutcliffe, a Hong Kong partnership

13. Orrick-RCI (Cote d'Ivoire trade name used by an affiliate office)

14. BLX Group LLC (formerly known as Bond Logistix LLC), a Delaware limited liability company

15. BLX Acquisition Corporation, a Delaware corporation

16. Fund Services Advisors, Inc., a California corporation

17. Orrick Global Operations LLC (inactive)

18. Verbatim LLC, a Delaware limited liability company

19. The Orrick, Herrington & Sutcliffe Foundation, a registered Section 501(c)(3) public charity

20. Orrick Investments 2000 LLC

21. Orrick Investments 2001 LLC

22. Orrick Investments 2002 LLC

23. Orrick Investments 2003 LLC

24. Orrick Investments 2004 LLC

25. Orrick Investments 2005 LLC

26. Orrick Investments 2006 LLC

27. Orrick Investments 2007 LLC

28. Orrick Investments 2008 LLC

29. Orrick Investments 2009 LLC

30. Orrick Investments 2010 LLC

31. Orrick Investments 2011 LLC

32. Orrick Investments 2012 LLC

33. Foundry Square Investors – XIII, LLC

34. Foundry Square Investors – XIV, LLC

35. Foundry Square Investors – XV, LLC

36. Foundry Square Investors – XVI, LLC

Board

Pascal Agboyibor
(FR) 177-7520

John V. Bautista
(SV) 178-7652

Alan G. Benjamin
(LA) 152-2431

Peter A. Bicks
(NY) 169-3742

Eileen B. Heitzler
(NY) 169-5235

Annette L. Hurst
(SF) 173-4585

Barry S. Levin
(SF) 173-4565

Daniel A. Mathews
(NY) 169-5050

Patrizio Messina
(RO) 176-3998

Christina Guerola Sarchio
(DC) 132-8687

Mitchell Zuklie
(SV) 178-7649

Management Committee

Alan G. Benjamin
(LA) 152-2431

Walter F. Brown
(SF) 173-5995

Eileen B. Heitzler
Lead Director
(NY) 169-5235

Lynne C. Hermle
(SV) 178-7422

Anne O'Neill
(LN) 156-4646

James L. Stengel
(NY) 169-3775

Michael D. Torpey
(SF) 173-5932

Mitchell Zuklie
(SV) 178-7649

Full Name	Pract./Dept.	Title	Office/Desk
Achard, Arnauld	Banking & Finance	Partner	PR
Afanasyeva, Larisa	M&A and Private Equity	Partner	MW
Agboyibor, Pascal	Energy and Infrastructure	Partner	PR
Alderman, William F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7110
Altarescu, Howard S.	Finance General	Partner	NY / 21.52
Ansbro, John	Complex Litigation and Dispute Resolution	Partner	NY / 14.65
Archer, Matthew R.	Energy and Infrastructure	Partner	HN
Ashley, Stephen C.	Capital Markets	Partner	NY / 16.28
Atkinson, Shawn	Technology Companies Group	Partner	LN
Austin, Christopher	Capital Markets	Partner	NY / 16.05
Ayre, Jonathan	Energy and Infrastructure	Partner	HN
Azmi, Dani	Finance General	Partner	LN
Banuelos, Juliano	Compensation and Benefits	Partner	SF / 9672
Barbiere, Janet A.	Structured Finance	Partner	NY / 21.64
Batts, Ed	M&A and Private Equity	Partner	SV / 1040-243
Bautista, John V.	Technology Companies Group	Partner	SV / 1040-252
Beasley, Duane K.	Structured Finance	Partner	LA / LA2-110
Becker, Lily	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7672
Becking, Laura L.	Compensation and Benefits	Partner	NY / 15.64
Benard, Emmanuel	Employment Law	Partner	PR
Benjamin, Alan G.	Banking & Finance	Partner	LA / LA2-102
Benson, Robert J.	Intellectual Property	Partner	OC / 1137
Berman, Andrew R.	Real Estate	Partner	NY / 21.32
Bernard, Olivier	Structured Finance	Partner	PR
Bicks, Peter A.	Complex Litigation and Dispute Resolution	Partner	NY / 15.57
Blair, Penelope A. Graboys	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7658
Bolding, Grady M.	Tax	Partner	SF / 8178
Bothwell, Bill W.	Public Finance	Partner	LA / LA1-112
Boursican, Etienne	M&A and Private Equity	Partner	PR
Brennan, Devin	Public Finance	Partner	SF / 9188
Brewer, Todd	Public Finance	Partner	HN
Broderick, Christopher P.	Intellectual Property	Partner	LA / LA1-118

Full Name	Pract./Dept.	Title	Office/Desk
Brown, Walter F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7630 ; LA3-121 ; SV/1020-1038
Calkins, Dustin C.	Real Estate	Partner	SF / 9138
Calvaruso, Joseph A.	Intellectual Property	Partner	NY / 13.44
Cardall, Charles C.	Tax	Partner	SF / 8558
Case, David Evan	Intellectual Property	Partner	TK
Chachkes, Alex V.	Intellectual Property	Partner	NY / 13.27
Champy, Jean-Luc	Energy and Infrastructure	Partner	PR
Chan, June	Capital Markets	Partner	HK
Chang, Ya-Chiao	Intellectual Property	Partner	TP
Chatterjee, I. Neel	Intellectual Property	Partner	SV / 1000-2002
Chen, Nancy	Technology Companies Group	Partner	SV / 1040-116
Cheung, Connie	M&A and Private Equity	Partner	HK
Cheung, Keith	Capital Markets	Partner	HK
Chirls, Richard	Tax	Partner	NY / 15.23
Cichostepski, Benjamin	Technology Companies Group	Partner	PR
Clark, Harry L.	M&A and Private Equity	Partner	DC / 1217
Clark-Herrera, Eugene H.	Public Finance	Partner	SF / 9660
Cohen, Russell P.	Antitrust & Competition	Partner	SF / 8626
Cohn, Peter	Technology Companies Group	Partner	SV / 1040-226
Coll Jr., J. Peter	Complex Litigation and Dispute Resolution	Partner	NY / 13.59
Collins, Mary A.	Public Finance	Partner	SF / 9610
Connell, Erin M.	Employment Law	Partner	SF / 7178
Connors, Peter J.	Tax	Partner	NY / 16.50
Cook, John P.	M&A and Private Equity	Partner	SF / 8170
Cooper, Brett	Capital Markets	Partner	SF / 8130
Cooper, Justin S.	Public Finance	Partner	SF / 9638 ; SC/2905
Corkran, Kelsi Brown	Supreme Court and Appellate	Partner	DC / 14.37
Criddle, Dean E.	Tax	Partner	SF / 9192
Crosby, Michael	Banking & Finance	Partner	LN
Crost, Katharine I.	Structured Finance	Partner	NY / 21.27
Cullen, William J.	Structured Finance	Partner	NY / 21.56
Damrell, Lauri A.	Employment Law	Partner	SC / 2908
Dassoff, Glenn	Complex Litigation and Dispute Resolution	Partner	OC
D'Aversa, Raniero	Restructuring	Partner	NY / 16.57

Full Name	Pract./Dept.	Title	Office/Desk
Davies, Mark S.	Supreme Court and Appellate	Partner	DC / 1008
Davis, Pamela R.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7610
Davis, Roger L.	Public Finance	Partner	SF / 9630 ; NY/15.24
de Blank, Bas	Intellectual Property	Partner	SV / 1000-2078
de Feydeau, Amaury	Banking & Finance	Partner	PR
de Marigny, Barbara Spudis	Tax	Partner	HN
de MoÃ¼y, Diane	Banking & Finance	Partner	PR
De Nicola, Alessandro	M&A and Private Equity	Partner	ML / A3
Deacon, John	Energy and Infrastructure	Partner	LN
Deitz, Marcus	Public Finance	Partner	HN
Delikat, Mike	Employment Law	Partner	NY / 14.42
Dell'Antonia, Marco	M&A and Private Equity	Partner	ML / A7
DeLucia, Richard L.	Intellectual Property	Partner	NY / 13.62
Dempsey, Karen	Capital Markets	Partner	SF / 8672
Denny, Ed	Tax	Partner	LN
Dentoni-Litta, Annalisa	Structured Finance	Partner	RO
Denye, Andrew	Real Estate	Partner	LN
Dominguez Sotomayor, Rodrigo	M&A and Private Equity	Partner	HN
Drefke, Kyle W.	Energy and Infrastructure	Partner	DC / 1223
Dubin, Morton Donald	Complex Litigation and Dispute Resolution	Partner	NY / 14.27
Dunne, Daniel J.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Duys, Oliver	M&A and Private Equity	Partner	DF
Echtman, Elyse D.	Complex Litigation and Dispute Resolution	Partner	NY / 13.28
Ellisen, E. Patrick	Intellectual Property	Partner	SV / 1000-2081
Elsing, Siegfried H.	International Arbitration	Partner	DF
EssombÃ¨, Jean Jacques	Banking & Finance	Partner	PR
Ewald, John L.	Complex Litigation and Dispute Resolution	Partner	NY / 14.64
Faulhaber, Karsten	International Arbitration	Partner	DF
Feeman, Vickie L.	Intellectual Property	Partner	SV / 1000-2060
Field, Donald S.	Public Finance	Partner	OC / 1139 ; LA1-105
Fink, Steven J.	Complex Litigation and Dispute Resolution	Partner	NY / 15.60

Full Name	Pract./Dept.	Title	Office/Desk
Finley, Zachary S.	Banking & Finance	Partner	SF / 9174
Flaherty, Jason D.	Compensation and Benefits	Partner	SF / 9668
Foresta, Stephen G.	Complex Litigation and Dispute Resolution	Partner	NY / 15.42
Fournier, Kristen R.	Complex Litigation and Dispute Resolution	Partner	NY / 14.13
Frangeskides, Maria	Complex Litigation and Dispute Resolution	Partner	LN
Frost, Claudia Wilson	Intellectual Property	Partner	HN
Galton, Amanda	Technology Companies Group	Partner	SF / 8660
Galvan, Rafael I.	Energy and Infrastructure	Partner	NY / 22.44
Gardner, Elizabeth A.	Intellectual Property	Partner	NY / 13.67
Gathright, Bradford	Energy and Infrastructure	Partner	HN
George, Nicholas	Energy and Infrastructure	Partner	PR
Giannesi, Gianrico	Structured Finance	Partner	RO
Gladbach, Christopher	Energy and Infrastructure	Partner	DC / 1214
Glascock, Thomas B.	Energy and Infrastructure	Partner	SF / 9106
Glymph, Darrin L.	Public Finance	Partner	DC / 1017
Goe, Douglas E.	Public Finance	Partner	PO
Golden, Nell	Energy and Infrastructure	Partner	DC / 1119
Goldman, Beth M.	Intellectual Property	Partner	SF / 7942
Goldstein, David M.	Antitrust & Competition	Partner	SF / 8618
Goldstein, Richard S.	Antitrust & Competition	Partner	NY / 15.46
Golshani, Saam	M&A and Private Equity	Partner	PR
Goo, Valerie M.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-101
Goodfriend, Douglas E.	Public Finance	Partner	NY / 15.28
Goss, Kent B.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-102
Graham, Colin	Energy and Infrastructure	Partner	LN
Greenberg, Elaine	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1124 ; NY/1413
Greulich, Sven	M&A and Private Equity	Partner	DF
Grew, Christopher A.	Technology Companies Group	Partner	LN
Grossman, Marshall B.	Complex Litigation and Dispute Resolution	Partner	LA
Gubarev, Dmitry	Banking & Finance	Partner	MW
Guha, Anik	Technology Companies Group	Partner	SF / 8638
Guillot-Bouhours, Christine	Employment Law	Partner	PR

Full Name	Pract./Dept.	Title	Office/Desk
Guy, Jonathan P.	Complex Litigation and Dispute Resolution	Partner	DC / 1244
Haag, Melinda	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7634
Hacohen, Tal	M&A and Private Equity	Partner	NY / 16.60
Haft, William S.	Banking & Finance	Partner	NY / 21.02
Haimes, Burton K.	M&A and Private Equity	Partner	NY / 16.07
Hairston, Eric Matthew	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7192
Halper, Jason M.	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 14.05
Halperin, David	M&A and Private Equity	Partner	HK
Harrington, Greg	Public Finance	Partner	LA / LA1-107
Harrison, Stacy W.	Complex Litigation and Dispute Resolution	Partner	LA
Haviland, Sam Z.	M&A and Private Equity	Partner	SE
Haworth, Michael T.	Real Estate	Partner	NY / 21.09
Heibel, Gregory W.	Technology Companies Group	Partner	SV / 1040-248
Heitmann, Konstantin	M&A and Private Equity	Partner	DF
Heitzler, Eileen B.	Public Finance	Partner	NY / 15.07
Hellman, Dolph	M&A and Private Equity	Partner	SF / 9664
Henrich, Kerstin	M&A and Private Equity	Partner	DF
Hermle, Lynne C.	Employment Law	Partner	SV / 1020-1028
Herzinger, Kenneth	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7662
Higgins, Tara A.	Energy and Infrastructure	Partner	NY / 22.38.
Holden Jr., Frederick D.	Restructuring	Partner	SF / 7130
Holzborn, Timo	Capital Markets	Partner	MU
Hoo, Maurice	M&A and Private Equity	Partner	HK
Horrocks, Madeleine	Structured Finance	Partner	ML
Howard, Martin B.	Structured Finance	Partner	LA / LA2-111
Humphrey, George	Energy and Infrastructure	Partner	HN
Humphries, Edward	Energy and Infrastructure	Partner	LN
Hurst, Annette L.	Intellectual Property	Partner	SF / 7908
Hyatt, Townsend	Public Finance	Partner	PO
Ino, Yuko	Real Estate	Partner	TK
Isackson, Robert M.	Intellectual Property	Partner	NY / 13.52
Iyama, Scott M.	Technology Companies Group	Partner	SV / 1040-206

Full Name	Pract./Dept.	Title	Office/Desk
Jackson, Stephen J.	Tax	Partner	PR / 16.54
Jacobsen, Richard A.	Complex Litigation and Dispute Resolution	Partner	NY / 14.39
Jacobson, William B.	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1044
Jaeger, Laurent	International Arbitration	Partner	PR
Janes, Alexander	Energy and Infrastructure	Partner	LN
Jensen, Sten	Intellectual Property	Partner	DC / 1019
Jensen, Travis	Intellectual Property	Partner	SV / 1000-2040
John, Giji	Energy and Infrastructure	Partner	HN
Johnson, Edward S.	M&A and Private Equity	Partner	TK
Johnson, Jeffrey	Intellectual Property	Partner	HN
Johnson-McKewan, Karen G.	Intellectual Property	Partner	SF / 7928
Jurata, Jay	Antitrust & Competition	Partner	DC / 1132
Kanabe, George L.	Intellectual Property	Partner	SF / 7924 / SV 2056
Kane, Larry	Technology Companies Group	Partner	SF / 8134
Kaplan, Charles	International Arbitration	Partner	PR
Katayama, Yoichi	Energy and Infrastructure	Partner	TK
Keller, Don	Technology Companies Group	Partner	SV / 1040-110
Kensicher, HervÃ©	Banking & Finance	Partner	PR
Kerfant, Anne-Sophie	Tax	Partner	PR
Kim, Antony P.	Antitrust & Competition	Partner	DC / 1149
Knoll, Alan M.	Structured Finance	Partner	NY / 21.44
Knox, John H.	Public Finance	Partner	SF / 9414
Kramer, James N.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7626
Kriebel, Keith W.	Energy and Infrastructure	Partner	DC
Kroll, Konstantin I.	M&A and Private Equity	Partner	MW
Kudon, Jeremy	Public Policy	Partner	NY / 13.05
Lahnborg, Douglas	Antitrust & Competition	Partner	LN
Lalance, Frederic	Complex Litigation and Dispute Resolution	Partner	PR
Lallemand, Marine	Complex Litigation and Dispute Resolution	Partner	PR
Lamb, Peter M.	Technology Companies Group	Partner	PO / 1040-243
Larsen, Cynthia J.	Complex Litigation and Dispute Resolution	Partner	SC / 3021
Lawson, Matthew D.	Complex Litigation and Dispute Resolution	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Lee, Young J.	Energy and Infrastructure	Partner	NY / 22.30
Lepage, Yves	Energy and Infrastructure	Partner	PR
Lepretre, Jean-Michel	M&A and Private Equity	Partner	PR
LeQuang, Khai	Complex Litigation and Dispute Resolution	Partner	OC / 1119
Levin, Barry S.	Complex Litigation and Dispute Resolution	Partner	SF / 7126 ; NY/14.07
Lewis, Mathew Evan	Capital Markets	Partner	BG
Liborio, Vanessa	International Arbitration	Partner	GV
Liburt, Joseph C.	Employment Law	Partner	SV / 1020-1031
Liever, Michael H.	Real Estate	Partner	SF / 9170
Linn, Courtney J.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2912
Liu, Louise L.	Capital Markets	Registered Foreign Lawyer	HK
Livingston, Andrew R.	Employment Law	Partner	SF / 7162
Loeb, Robert	Supreme Court and Appellate	Partner	DC / 1049
Long, Timothy J.	Employment Law	Partner	SC / 2917 ; LA/3212
Lopez, Jonathan E.	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1109
Louie, Betty L.	M&A and Private Equity	Partner	RO
Luk, Edwin	Capital Markets	Partner	HK
Luskey, Randy	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7414
Lyon, Carl F.	Energy and Infrastructure	Partner	NY / 22.08
Ma, Yufeng (Ethan)	Intellectual Property	Partner	SH
MacKerron, John A.	Structured Finance	Partner	NY / 21.62
Magan, Jenna	Public Finance	Partner	SC / 3006
Mainardi, Alessandro	Tax	Partner	ML / A4
Malvey, Steven C.	Tax	Partner	SF / 8642
Margolis, Brian B.	Capital Markets	Partner	NY / 16.27
Marraud des Grottes, Alexis	Capital Markets	Partner	PR
Marshall, Torsten M.	Energy and Infrastructure	Partner	NY / 22.31
Martel, Jean-Pierre	M&A and Private Equity	Partner	PR
Martinelli, Richard F.	Intellectual Property	Partner	NY / 13.48
Martorana, Cristina	Energy and Infrastructure	Partner	ML
Mathews, Daniel A.	Energy and Infrastructure	Partner	NY / 22.24
Mathews, Nikiforos	Structured Finance	Partner	NY / 21.31
Mattel, Andrew	Banking & Finance	Partner	NY / 21.34

Full Name	Pract./Dept.	Title	Office/Desk
Mazzilli, Attilio	M&A and Private Equity	Partner	ML
McAndrews, Michael A.	Real Estate	Partner	LA / LA2-133
McCarthy, Christine A.	Technology Companies Group	Partner	SV / 1040-107
McConville, Thomas S.	White Collar, Investigations, Securities Litigation & Compliance	Partner	OC / 1118
McGowen, Lorraine S.	Restructuring	Partner	NY / 16.42
McKenna, Rob	Public Policy	Partner	SE
McQuade, James H.	Employment Law	Partner	NY / 14.45
Mermelstein, Mark	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA3-127
Messina, Patrizio	Structured Finance	Partner	RO / ML/A5
Metzger, Laura	Restructuring	Partner	NY / 16.53
Milling Jr., R. King	M&A and Private Equity	Partner	NY / 16.65
Mingrone, Denise M.	Intellectual Property	Partner	SV / 1000-2075
Mintz, Douglas S.	Restructuring	Partner	DC / 1248
Mitchell, Thomas C.	Restructuring	Partner	SF / 8106
Molinaro, Emanuela	Real Estate	Partner	ML
Molinski, William A.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-112
Montella, Carlo	Energy and Infrastructure	Partner	ML / A37
Moore, Christopher J.	Energy and Infrastructure	Partner	NY / 22.49
Moore, Richard J.	Tax	Partner	SF / 8634
Moss, P. Quinn	M&A and Private Equity	Partner	NY / 16.64
Moyle, Robert B.	Structured Finance	Partner	NY / 21.47
Murray, Anne Elkins	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1102
Myers, John R.	Public Finance	Partner	SC / 3029
Myers, Thomas E.	Public Finance	Partner	NY / 15.35
Narducci, John	Tax	Partner	NY / 16.39
Nicolini, Marco	M&A and Private Equity	Partner	RO
Nolting-Hauff, Wilhelm	M&A and Private Equity	Partner	DF
O'Brien, Dominic	Banking & Finance	Partner	LN
Ocker, Jonathan M.	Compensation and Benefits	Partner	SF / 9676
O'Connor, Kathleen	Complex Litigation and Dispute Resolution	Partner	NY / 14.53
O'Driscoll, Peter	Emerging Markets	Partner	NY / 16.23 ; ML/A35
Okuliar, Alex	Antitrust & Competition	Partner	DC / 1137
O'Neill, Anne	Real Estate	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Oswald, Edwin G.	Tax	Partner	DC / 1018 ; NY/15.24
Ottenweller, Chris R.	Intellectual Property	Partner	SV / 1000-2065
Parish, William	M&A and Private Equity	Partner	HN
Parker, Warrington	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7932 ; SV/1000-2075
Parris, Mark S.	Intellectual Property	Partner	SE
Patterson, Analea J.	Public Policy	Partner	SC / 3005
Pearce Jr., T. Vann	Intellectual Property	Partner	DC / 1024
Perkins, Joseph Z.	Technology Companies Group	Partner	SV / 1040-205
Perry, Jessica R.	Employment Law	Partner	SV / 1020-1017
Perry, Randolph	Real Estate	Partner	LA / 2-129
Pfeffer, A. Antony	Intellectual Property	Partner	NY / 13.55
Phillips, Renee B.	Employment Law	Partner	NY / 14.35
Phillips, Stephen	Restructuring	Partner	LN
Piermartini Rosi, Andrea	M&A and Private Equity	Partner	RO
Popo, Weyinmi	M&A and Private Equity	Partner	LN
Poppe, Matthew	Intellectual Property	Partner	SV / 1000-2035
Prokop, Jeffrey M.	Complex Litigation and Dispute Resolution	Partner	DC / 1208
Rackoff, Sarah	Public Finance	Partner	NY / 15.39
Radecki, Alison J.	Public Finance	Partner	NY / 15.27
Rakow, Augie	Technology Companies Group	Partner	SV / 1040-251
Ramsey, Gabriel M.	Intellectual Property	Partner	SF / 7904 ; SV/1000-1035
Rasmussen, Garret G.	Antitrust & Competition	Partner	DC / 1144
Ratledge, Simon	Energy and Infrastructure	Partner	PR
Renner, Stefan	M&A and Private Equity	Partner	DF
Reznick, Robert P.	Intellectual Property	Partner	DC / 1243
Ricozzi, Raul	Structured Finance	Partner	RO
Riddle, Greg R.	Tax	Partner	SF / 8192
Riechert, Julia C.	Employment Law	Partner	SV / 1020-1014
Rigo, George T.	M&A and Private Equity	Partner	PR
Riley, Anthony S.	Emerging Markets	Partner	LN
Rincazaux, Philippe	M&A and Private Equity	Partner	PR
Ringeval, Emmanuel	Banking & Finance	Partner	PR
Ritter, JÃ¶rg	Technology Companies Group	Partner	MU
Roberts, Peter	Energy and Infrastructure	Partner	LN
Roche, Kevin M.	Public Finance	Partner	NY / 15.65
Roger, Joe	Energy and Infrastructure	Partner	HN

Full Name	Pract./Dept.	Title	Office/Desk
Ronn, David	Capital Markets	Partner	HN
Rooney, Peter J.	M&A and Private Equity	Partner	NY / 16.35
Rosen, B. J.	Banking & Finance	Partner	NY / 21.41
Rosenberg, Jill L.	Employment Law	Partner	NY / 14.50
Rosenfeld, Robert A.	Antitrust & Competition	Partner	SF / 8630
Rosenkranz, E. Joshua	Supreme Court and Appellate	Partner	NY / 14.23
Ross, Amy M.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7638
Routh, Steven J.	Intellectual Property	Partner	DC / 1023
Rugani, Paul F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Rutowski, Diana	Intellectual Property	Partner	SV / 1000-2032 ; 8570
Sachdev, Rohit	Energy and Infrastructure	Partner	SF / 9558
Sanzari, Leah	Structured Finance	Partner	NY / 21.17
Sarchio, Christina Guerola	Complex Litigation and Dispute Resolution	Partner	DC / 1208
Sarumida, Hiroshi	M&A and Private Equity	Partner	NY / 16.46
Sawyers, Al B.	Structured Finance	Partner	NY / 21.11
Schmid, Thomas	M&A and Private Equity	Partner	MU
SchrÄ¶der, Christian	Technology Companies Group	Partner	DF
Schuhmacher, Kenneth A.	Energy and Infrastructure	Partner	NY / 22.28
Schultes-Schnitzlein, Stefan	Tax	Partner	DF
Scott, McGregor W.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2916
Scott, Nell	Emerging Markets	Partner	LN
Seegal, John F.	M&A and Private Equity	Partner	SF / 8676
Seeger, Kristin	Energy and Infrastructure	Partner	SF / 9110
Seneca, Mark W.	M&A and Private Equity	Partner	SV / 1040-131
Setty, Nagendra	Intellectual Property	Partner	SE / 7928
Shah, Jinal	Capital Markets	Partner	LN
Sherman, Les	Energy and Infrastructure	Partner	SF / 9130
Shin, Jeannie J.	M&A and Private Equity	Partner	SF / 8110
Shumsky, Eric A.	Supreme Court and Appellate	Partner	DC / 1032
Shwarts, Robert S.	Complex Litigation and Dispute Resolution	Partner	SF / 7166
Sills, Robert L.	International Arbitration	Partner	NY / 13.23
Simons, Albert	Public Finance	Partner	NY / 15.05

Full Name	Pract./Dept.	Title	Office/Desk
Simpson, Lisa T.	Intellectual Property	Partner	NY / 13.41
Singer, Guy David	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 15.50 ; DC/1149
Sirodoeva, Olga	M&A and Private Equity	Partner	DC / 1232
Smith, Richard Vernon	M&A and Private Equity	Partner	SV / 1040-139 ; SF/8126
Sobel, Larry D.	Tax	Partner	LA / LA1-111
Spielberg, David	Energy and Infrastructure	Partner	SF / 9122
Spitz, Stephen A.	Public Finance	Partner	SF / 9626
Steinvorth, Till	Antitrust & Competition	Partner	DF
Stengel, James L.	Complex Litigation and Dispute Resolution	Partner	NY / 14.57
Stephens, Eric	Energy and Infrastructure	Partner	SF / 9184
Stern, Robert	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC
Stone, Fiona	Real Estate	Partner	LN
Stone, Kolvin	Technology Companies Group	Partner	LN
Strauch Weiss, Laurie	Complex Litigation and Dispute Resolution	Partner	NY / 14.60
Sullivan, Mike	Technology Companies Group	Partner	SF / 8668
Sun, Jie Jeffrey	Capital Markets	Partner	SH
Swaminathan, Aravind	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Syed, David	Finance General	Partner	LN
Takatori, Yoshihiro	Complex Litigation and Dispute Resolution	Partner	TK
Tardivy, Patrick	M&A and Private Equity	Partner	PR
Teshima, Darren S.	Complex Litigation and Dispute Resolution	Partner	SF / 7122
Testa, Guido	M&A and Private Equity	Partner	ML / A2
Thomas, Darrell G.	Energy and Infrastructure	Partner	HN
Thompson, Dahl	Energy and Infrastructure	Partner	HN
Thorpe, Andrew D.	Capital Markets	Partner	SF / 8174
Tobiason, Thomas H.	Technology Companies Group	Partner	SF / 8166 ; SV/1040-141
Torpey, Michael D.	Firm	Partner	SF / 7676
Totten, Julie A.	Employment Law	Partner	SC / 2906
Touraine, HervÃ©	Structured Finance	Partner	PR
Treistman, Carlos	M&A and Private Equity	Partner	HN
Treistman, Katherine G.	Complex Litigation and Dispute Resolution	Partner	HN

Full Name	Pract./Dept.	Title	Office/Desk
Troiano, Riccardo	Complex Litigation and Dispute Resolution	Partner	RO
Tsuchiya, Toshihiko	Real Estate	Partner	TK
Tu, Michael C.	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA1-134
Van Zant, Amy K.	Intellectual Property	Partner	SV / 1000-2050
Varian, Robert P.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7680
Vejnoska, Christopher	Complex Litigation and Dispute Resolution	Partner	SF / 7170
Venuto, Stephen J.	Technology Companies Group	Partner	SV / 1040-215
Victor, Bryan D.	Public Finance	Partner	SC / 3009
Vogl, Peter D.	Intellectual Property	Partner	NY / 13.37
Von der Ahe, Christina	Intellectual Property	Partner	OC / 1136
von Samson-Himmelstjerna, Fabian	M&A and Private Equity	Partner	MU
Vu, Hoang	Public Finance	Partner	HN
Wakabayashi, Minako	Energy and Infrastructure	Partner	TK
Wall, Eric C.	Tax	Partner	SF / 8664
Walsh, Gerard J.	Real Estate	Partner	LA / LA2-124
Walsh, Nicole S.	Real Estate	Partner	LA / LA2-132
Wang, John Y.	Public Finance	Partner	SF / 9634
Wang, Xiang	Intellectual Property	Partner	BG
Weed, Michael C.	Complex Litigation and Dispute Resolution	Partner	SC / 3013
Weeks, L. Mark	M&A and Private Equity	Partner	TK / 28th Floor
Weil, Michael D.	Employment Law	Partner	SF / 7138
Weinheimer, Stefan	M&A and Private Equity	Partner	DF
Weitzel, Mark P.	Energy and Infrastructure	Partner	SF / 9126 ; SV/1040-106
Welsh, Thomas J.	Public Policy	Partner	SC / 2915
Wenner, Adam	Energy and Infrastructure	Partner	DC / 1117
Whiteley, Nicola	Employment Law	Partner	LN
Wilkinson, Christopher	Employment Law	Partner	DC / 1033
Williams, Matthew	Energy and Infrastructure	Partner	LN
Willis, Simon	Complex Litigation and Dispute Resolution	Partner	LN
Winburne, Blake H.	Energy and Infrastructure	Partner	HN
Wine, Mark P.	Intellectual Property	Partner	OC / 1129
Winter, Hilary	Capital Markets	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Wolf, George G.	Tax	Partner	SF / 8680 ; NY/16.15
Wolfe, John	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Wolk, Neil T.	Public Finance	Partner	NY / 15.53
Wong, Billy	Capital Markets	Partner	HK
Wright, William H.	Intellectual Property	Partner	LA / LA1-123
Yakura, Shinsuke	Complex Litigation and Dispute Resolution	Partner	TK
Yost, Daniel K.	Technology Companies Group	Partner	SV / 1040-211
Yu, Harold M.	Technology Companies Group	Partner	SV / 1040-237 ; SF/8688
Zarnowiecki, A. Paul	Energy and Infrastructure	Partner	DC / 1118
Zechini, Marco	M&A and Private Equity	Partner	RO
Zellerbach, Thomas H.	Intellectual Property	Partner	SV / 1000-2016
Zhang, Ning	Capital Markets	Partner	BG
Zhang, Shelley	Intellectual Property	Partner	BG
Zimmermann, Andre	Employment Law	Partner	DF
Zuklie, Mitchell	Technology Companies Group	Orrick Chairman	SV / 1040-121 ; NY/21.36 ; SF/9680

COUNTY OF NASSAU

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

1. Name of the Entity: Orrick, Herrington & Sutcliffe LLP

Address: 51 WEST 52ND STREET

City, State and Zip Code: New York, NY 10019-6142

2. Entity's Vendor Identification Number: 94-2952627

3. Type of Business: ____Public Corp __XX__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):

Please see attached listing of partners. Addresses of the firm's partners are kept confidential

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.

Please see attached listing of partners. Addresses of the firm's partners are kept confidential

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.

Please see attached listing of firm subsidiaries.

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):

Not applicable - None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Not applicable

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

Not applicable

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

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

Dated: March 17, 2017 Signed: [signature]

Print Name: Thomas E Myers

Title: Partner

Full Name	Pract./Dept.	Title	Office/Desk
Achard, Arnauld	Banking & Finance	Partner	PR
Afanasyeva, Larisa	M&A and Private Equity	Partner	MW
Agboyibor, Pascal	Energy and Infrastructure	Partner	PR
Alderman, William F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7110
Altarescu, Howard S.	Finance General	Partner	NY / 21.52
Ansbro, John	Complex Litigation and Dispute Resolution	Partner	NY / 14.65
Archer, Matthew R.	Energy and Infrastructure	Partner	HN
Ashley, Stephen C.	Capital Markets	Partner	NY / 16.28
Atkinson, Shawn	Technology Companies Group	Partner	LN
Austin, Christopher	Capital Markets	Partner	NY / 16.05
Ayre, Jonathan	Energy and Infrastructure	Partner	HN
Azmi, Dani	Finance General	Partner	LN
Banuelos, Juliano	Compensation and Benefits	Partner	SF / 9672
Barbiere, Janet A.	Structured Finance	Partner	NY / 21.64
Batts, Ed	M&A and Private Equity	Partner	SV / 1040-243
Bautista, John V.	Technology Companies Group	Partner	SV / 1040-252
Beasley, Duane K.	Structured Finance	Partner	LA / LA2-110
Becker, Lily	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7672
Becking, Laura L.	Compensation and Benefits	Partner	NY / 15.64
Benard, Emmanuel	Employment Law	Partner	PR
Benjamin, Alan G.	Banking & Finance	Partner	LA / LA2-102
Benson, Robert J.	Intellectual Property	Partner	OC / 1137
Berman, Andrew R.	Real Estate	Partner	NY / 21.32
Bernard, Olivier	Structured Finance	Partner	PR
Bicks, Peter A.	Complex Litigation and Dispute Resolution	Partner	NY / 15.57
Blair, Penelope A. Graboys	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7658
Bolding, Grady M.	Tax	Partner	SF / 8178
Bothwell, Bill W.	Public Finance	Partner	LA / LA1-112
Boursican, Etienne	M&A and Private Equity	Partner	PR
Brennan, Devin	Public Finance	Partner	SF / 9188
Brewer, Todd	Public Finance	Partner	HN
Broderick, Christopher P.	Intellectual Property	Partner	LA / LA1-118

Full Name	Pract./Dept.	Title	Office/Desk
Brown, Walter F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7630 ; LA3-121 ; SV/1020-1038
Calkins, Dustin C.	Real Estate	Partner	SF / 9138
Calvaruso, Joseph A.	Intellectual Property	Partner	NY / 13.44
Cardall, Charles C.	Tax	Partner	SF / 8558
Case, David Evan	Intellectual Property	Partner	TK
Chachkes, Alex V.	Intellectual Property	Partner	NY / 13.27
Champy, Jean-Luc	Energy and Infrastructure	Partner	PR
Chan, June	Capital Markets	Partner	HK
Chang, Ya-Chiao	Intellectual Property	Partner	TP
Chatterjee, I. Neel	Intellectual Property	Partner	SV / 1000-2002
Chen, Nancy	Technology Companies Group	Partner	SV / 1040-116
Cheung, Connie	M&A and Private Equity	Partner	HK
Cheung, Keith	Capital Markets	Partner	HK
Chirls, Richard	Tax	Partner	NY / 15.23
Cichostepski, Benjamin	Technology Companies Group	Partner	PR
Clark, Harry L.	M&A and Private Equity	Partner	DC / 1217
Clark-Herrera, Eugene H.	Public Finance	Partner	SF / 9660
Cohen, Russell P.	Antitrust & Competition	Partner	SF / 8626
Cohn, Peter	Technology Companies Group	Partner	SV / 1040-226
Coll Jr., J. Peter	Complex Litigation and Dispute Resolution	Partner	NY / 13.59
Collins, Mary A.	Public Finance	Partner	SF / 9610
Connell, Erin M.	Employment Law	Partner	SF / 7178
Connors, Peter J.	Tax	Partner	NY / 16.50
Cook, John P.	M&A and Private Equity	Partner	SF / 8170
Cooper, Brett	Capital Markets	Partner	SF / 8130
Cooper, Justin S.	Public Finance	Partner	SF / 9638 ; SC/2905
Corkran, Kelsi Brown	Supreme Court and Appellate	Partner	DC / 14.37
Criddle, Dean E.	Tax	Partner	SF / 9192
Crosby, Michael	Banking & Finance	Partner	LN
Crost, Katharine I.	Structured Finance	Partner	NY / 21.27
Cullen, William J.	Structured Finance	Partner	NY / 21.56
Damrell, Lauri A.	Employment Law	Partner	SC / 2908
Dassoff, Glenn	Complex Litigation and Dispute Resolution	Partner	OC
D'Aversa, Raniero	Restructuring	Partner	NY / 16.57

Full Name	Pract./Dept.	Title	Office/Desk
Davies, Mark S.	Supreme Court and Appellate	Partner	DC / 1008
Davis, Pamela R.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7610
Davis, Roger L.	Public Finance	Partner	SF / 9630 ; NY/15.24
de Blank, Bas	Intellectual Property	Partner	SV / 1000-2078
de Feydeau, Amaury	Banking & Finance	Partner	PR
de Marigny, Barbara Spudis	Tax	Partner	HN
de MoÃ¼y, Diane	Banking & Finance	Partner	PR
De Nicola, Alessandro	M&A and Private Equity	Partner	ML / A3
Deacon, John	Energy and Infrastructure	Partner	LN
Deitz, Marcus	Public Finance	Partner	HN
Delikat, Mike	Employment Law	Partner	NY / 14.42
Dell'Antonia, Marco	M&A and Private Equity	Partner	ML / A7
DeLucia, Richard L.	Intellectual Property	Partner	NY / 13.62
Dempsey, Karen	Capital Markets	Partner	SF / 8672
Denny, Ed	Tax	Partner	LN
Dentoni-Litta, Annalisa	Structured Finance	Partner	RO
Denye, Andrew	Real Estate	Partner	LN
Dominguez Sotomayor, Rodrigo	M&A and Private Equity	Partner	HN
Drefke, Kyle W.	Energy and Infrastructure	Partner	DC / 1223
Dubin, Morton Donald	Complex Litigation and Dispute Resolution	Partner	NY / 14.27
Dunne, Daniel J.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Duys, Oliver	M&A and Private Equity	Partner	DF
Echtman, Elyse D.	Complex Litigation and Dispute Resolution	Partner	NY / 13.28
Ellisen, E. Patrick	Intellectual Property	Partner	SV / 1000-2081
Elsing, Siegfried H.	International Arbitration	Partner	DF
EssombÃ¨, Jean Jacques	Banking & Finance	Partner	PR
Ewald, John L.	Complex Litigation and Dispute Resolution	Partner	NY / 14.64
Faulhaber, Karsten	International Arbitration	Partner	DF
Feeman, Vickie L.	Intellectual Property	Partner	SV / 1000-2060
Field, Donald S.	Public Finance	Partner	OC / 1139 ; LA1-105
Fink, Steven J.	Complex Litigation and Dispute Resolution	Partner	NY / 15.60

Full Name	Pract./Dept.	Title	Office/Desk
Finley, Zachary S.	Banking & Finance	Partner	SF / 9174
Flaherty, Jason D.	Compensation and Benefits	Partner	SF / 9668
Foresta, Stephen G.	Complex Litigation and Dispute Resolution	Partner	NY / 15.42
Fournier, Kristen R.	Complex Litigation and Dispute Resolution	Partner	NY / 14.13
Frangeskides, Maria	Complex Litigation and Dispute Resolution	Partner	LN
Frost, Claudia Wilson	Intellectual Property	Partner	HN
Galton, Amanda	Technology Companies Group	Partner	SF / 8660
Galvan, Rafael I.	Energy and Infrastructure	Partner	NY / 22.44
Gardner, Elizabeth A.	Intellectual Property	Partner	NY / 13.67
Gathright, Bradford	Energy and Infrastructure	Partner	HN
George, Nicholas	Energy and Infrastructure	Partner	PR
Giannesi, Gianrico	Structured Finance	Partner	RO
Gladbach, Christopher	Energy and Infrastructure	Partner	DC / 1214
Glascock, Thomas B.	Energy and Infrastructure	Partner	SF / 9106
Glymph, Darrin L.	Public Finance	Partner	DC / 1017
Goe, Douglas E.	Public Finance	Partner	PO
Golden, Neil	Energy and Infrastructure	Partner	DC / 1119
Goldman, Beth M.	Intellectual Property	Partner	SF / 7942
Goldstein, David M.	Antitrust & Competition	Partner	SF / 8618
Goldstein, Richard S.	Antitrust & Competition	Partner	NY / 15.46
Golshani, Saam	M&A and Private Equity	Partner	PR
Goo, Valerie M.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-101
Goodfriend, Douglas E.	Public Finance	Partner	NY / 15.28
Goss, Kent B.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-102
Graham, Colin	Energy and Infrastructure	Partner	LN
Greenberg, Elaine	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1124 ; NY/1413
Greulich, Sven	M&A and Private Equity	Partner	DF
Grew, Christopher A.	Technology Companies Group	Partner	LN
Grossman, Marshall B.	Complex Litigation and Dispute Resolution	Partner	LA
Gubarev, Dmitry	Banking & Finance	Partner	MW
Guha, Anik	Technology Companies Group	Partner	SF / 8638
Guillot-Bouhours, Christine	Employment Law	Partner	PR

Full Name	Pract./Dept.	Title	Office/Desk
Guy, Jonathan P.	Complex Litigation and Dispute Resolution	Partner	DC / 1244
Haag, Melinda	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7634
Hacohen, Tal	M&A and Private Equity	Partner	NY / 16.60
Haft, William S.	Banking & Finance	Partner	NY / 21.02
Haimes, Burton K.	M&A and Private Equity	Partner	NY / 16.07
Hairston, Eric Matthew	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7192
Halper, Jason M.	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 14.05
Halperin, David	M&A and Private Equity	Partner	HK
Harrington, Greg	Public Finance	Partner	LA / LA1-107
Harrison, Stacy W.	Complex Litigation and Dispute Resolution	Partner	LA
Haviland, Sam Z.	M&A and Private Equity	Partner	SE
Haworth, Michael T.	Real Estate	Partner	NY / 21.09
Heibel, Gregory W.	Technology Companies Group	Partner	SV / 1040-248
Heitmann, Konstantin	M&A and Private Equity	Partner	DF
Heltzler, Eileen B.	Public Finance	Partner	NY / 15.07
Hellman, Dolph	M&A and Private Equity	Partner	SF / 9664
Henrich, Kerstin	M&A and Private Equity	Partner	DF
Hermle, Lynne C.	Employment Law	Partner	SV / 1020-1028
Herzinger, Kenneth	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7662
Higgins, Tara A.	Energy and Infrastructure	Partner	NY / 22.38
Holden Jr., Frederick D.	Restructuring	Partner	SF / 7130
Holzborn, Timo	Capital Markets	Partner	MU
Hoo, Maurice	M&A and Private Equity	Partner	HK
Horrocks, Madeleine	Structured Finance	Partner	ML
Howard, Martin B.	Structured Finance	Partner	LA / LA2-111
Humphrey, George	Energy and Infrastructure	Partner	HN
Humphries, Edward	Energy and Infrastructure	Partner	LN
Hurst, Annette L.	Intellectual Property	Partner	SF / 7908
Hyatt, Townsend	Public Finance	Partner	PO
Ino, Yuko	Real Estate	Partner	TK
Isackson, Robert M.	Intellectual Property	Partner	NY / 13.52
Iyama, Scott M.	Technology Companies Group	Partner	SV / 1040-206

Full Name	Pract./Dept.	Title	Office/Desk
Jackson, Stephen J.	Tax	Partner	PR / 16.54
Jacobsen, Richard A.	Complex Litigation and Dispute Resolution	Partner	NY / 14.39
Jacobson, William B.	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1044
Jaeger, Laurent	International Arbitration	Partner	PR
Janes, Alexander	Energy and Infrastructure	Partner	LN
Jensen, Sten	Intellectual Property	Partner	DC / 1019
Jensen, Travis	Intellectual Property	Partner	SV / 1000-2040
John, Giji	Energy and Infrastructure	Partner	HN
Johnson, Edward S.	M&A and Private Equity	Partner	TK
Johnson, Jeffrey	Intellectual Property	Partner	HN
Johnson-McKewan, Karen G.	Intellectual Property	Partner	SF / 7928
Jurata, Jay	Antitrust & Competition	Partner	DC / 1132
Kanabe, George L.	Intellectual Property	Partner	SF / 7924 / SV 2056
Kane, Larry	Technology Companies Group	Partner	SF / 8134
Kaplan, Charles	International Arbitration	Partner	PR
Katayama, Yoichi	Energy and Infrastructure	Partner	TK
Keller, Don	Technology Companies Group	Partner	SV / 1040-110
Kensicher, HervÃ©	Banking & Finance	Partner	PR
Kerfant, Anne-Sophie	Tax	Partner	PR
Kim, Antony P.	Antitrust & Competition	Partner	DC / 1149
Knoll, Alan M.	Structured Finance	Partner	NY / 21.44
Knox, John H.	Public Finance	Partner	SF / 9414
Kramer, James N.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7626
Kriebel, Keith W.	Energy and Infrastructure	Partner	DC
Kroll, Konstantin I.	M&A and Private Equity	Partner	MW
Kudon, Jeremy	Public Policy	Partner	NY / 13.05
Lahnborg, Douglas	Antitrust & Competition	Partner	LN
Lalance, Frederic	Complex Litigation and Dispute Resolution	Partner	PR
Lallemand, Marine	Complex Litigation and Dispute Resolution	Partner	PR
Lamb, Peter M.	Technology Companies Group	Partner	PO / 1040-243
Larsen, Cynthia J.	Complex Litigation and Dispute Resolution	Partner	SC / 3021
Lawson, Matthew D.	Complex Litigation and Dispute Resolution	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Lee, Young J.	Energy and Infrastructure	Partner	NY / 22.30
Lepage, Yves	Energy and Infrastructure	Partner	PR
Lepretre, Jean-Michel	M&A and Private Equity	Partner	PR
LeQuang, Khai	Complex Litigation and Dispute Resolution	Partner	OC / 1119
Levin, Barry S.	Complex Litigation and Dispute Resolution	Partner	SF / 7126 ; NY/14.07
Lewis, Mathew Evan	Capital Markets	Partner	BG
Liborio, Vanessa	International Arbitration	Partner	GV
Liburt, Joseph C.	Employment Law	Partner	SV / 1020-1031
Liever, Michael H.	Real Estate	Partner	SF / 9170
Linn, Courtney J.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2912
Liu, Louise L.	Capital Markets	Registered Foreign Lawyer	HK
Livingston, Andrew R.	Employment Law	Partner	SF / 7162
Loeb, Robert	Supreme Court and Appellate	Partner	DC / 1049
Long, Timothy J.	Employment Law	Partner	SC / 2917 ; LA/3212
Lopez, Jonathan E.	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1109
Louie, Betty L.	M&A and Private Equity	Partner	RO
Luk, Edwin	Capital Markets	Partner	HK
Luskey, Randy	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7414
Lyon, Carl F.	Energy and Infrastructure	Partner	NY / 22.08
Ma, Yufeng (Ethan)	Intellectual Property	Partner	SH
MacKerron, John A.	Structured Finance	Partner	NY / 21.62
Magan, Jenna	Public Finance	Partner	SC / 3006
Mainardi, Alessandro	Tax	Partner	ML / A4
Malvey, Steven C.	Tax	Partner	SF / 8642
Margolis, Brian B.	Capital Markets	Partner	NY / 16.27
Marraud des Grottes, Alexis	Capital Markets	Partner	PR
Marshall, Torsten M.	Energy and Infrastructure	Partner	NY / 22.31
Martel, Jean-Pierre	M&A and Private Equity	Partner	PR
Martinelli, Richard F.	Intellectual Property	Partner	NY / 13.48
Martorana, Cristina	Energy and Infrastructure	Partner	ML
Mathews, Daniel A.	Energy and Infrastructure	Partner	NY / 22.24
Mathews, Nikiforos	Structured Finance	Partner	NY / 21.31
Mattel, Andrew	Banking & Finance	Partner	NY / 21.34

Full Name	Pract./Dept.	Title	Office/Desk
Mazzilli, Attilio	M&A and Private Equity	Partner	ML
McAndrews, Michael A.	Real Estate	Partner	LA / LA2-133
McCarthy, Christine A.	Technology Companies Group	Partner	SV / 1040-107
McConville, Thomas S.	White Collar, Investigations, Securities Litigation & Compliance	Partner	OC / 1118
McGowen, Lorraine S.	Restructuring	Partner	NY / 16.42
McKenna, Rob	Public Policy	Partner	SE
McQuade, James H.	Employment Law	Partner	NY / 14.45
Mermelstein, Mark	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA3-127
Messina, Patrizio	Structured Finance	Partner	RO / ML/A5
Metzger, Laura	Restructuring	Partner	NY / 16.53
Milling Jr., R. King	M&A and Private Equity	Partner	NY / 16.65
Mingrone, Denise M.	Intellectual Property	Partner	SV / 1000-2075
Mintz, Douglas S.	Restructuring	Partner	DC / 1248
Mitchell, Thomas C.	Restructuring	Partner	SF / 8106
Molinaro, Emanuela	Real Estate	Partner	ML
Molinski, William A.	Complex Litigation and Dispute Resolution	Partner	LA / LA3-112
Montella, Carlo	Energy and Infrastructure	Partner	ML / A37
Moore, Christopher J.	Energy and Infrastructure	Partner	NY / 22.49
Moore, Richard J.	Tax	Partner	SF / 8634
Moss, P. Quinn	M&A and Private Equity	Partner	NY / 16.64
Moyle, Robert B.	Structured Finance	Partner	NY / 21.47
Murray, Anne Elkins	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1102
Myers, John R.	Public Finance	Partner	SC / 3029
Myers, Thomas E.	Public Finance	Partner	NY / 15.35
Narducci, John	Tax	Partner	NY / 16.39
Nicolini, Marco	M&A and Private Equity	Partner	RO
Nolting-Hauff, Wilhelm	M&A and Private Equity	Partner	DF
O'Brien, Dominic	Banking & Finance	Partner	LN
Ocker, Jonathan M.	Compensation and Benefits	Partner	SF / 9676
O'Connor, Kathleen	Complex Litigation and Dispute Resolution	Partner	NY / 14.53
O'Driscoll, Peter	Emerging Markets	Partner	NY / 16.23 ; ML/A35
Okuliar, Alex	Antitrust & Competition	Partner	DC / 1137
O'Neill, Anne	Real Estate	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Oswald, Edwin G.	Tax	Partner	DC / 1018 ; NY/15.24
Ottenweller, Chris R.	Intellectual Property	Partner	SV / 1000-2065
Parish, William	M&A and Private Equity	Partner	HN
Parker, Warrington	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7932 ; SV/1000-2075
Parris, Mark S.	Intellectual Property	Partner	SE
Patterson, Analea J.	Public Policy	Partner	SC / 3005
Pearce Jr., T. Vann	Intellectual Property	Partner	DC / 1024
Perkins, Joseph Z.	Technology Companies Group	Partner	SV / 1040-205
Perry, Jessica R.	Employment Law	Partner	SV / 1020-1017
Perry, Randolph	Real Estate	Partner	LA / 2-129
Pfeffer, A. Antony	Intellectual Property	Partner	NY / 13.55
Phillips, Renee B.	Employment Law	Partner	NY / 14.35
Phillips, Stephen	Restructuring	Partner	LN
Piermartini Rosi, Andrea	M&A and Private Equity	Partner	RO
Popo, Weyinmi	M&A and Private Equity	Partner	LN
Poppe, Matthew	Intellectual Property	Partner	SV / 1000-2035
Prokop, Jeffrey M.	Complex Litigation and Dispute Resolution	Partner	DC / 1208
Rackoff, Sarah	Public Finance	Partner	NY / 15.39
Radecki, Alison J.	Public Finance	Partner	NY / 15.27
Rakow, Augie	Technology Companies Group	Partner	SV / 1040-251
Ramsey, Gabriel M.	Intellectual Property	Partner	SF / 7904 ; SV/1000-1035
Rasmussen, Garret G.	Antitrust & Competition	Partner	DC / 1144
Ratledge, Simon	Energy and Infrastructure	Partner	PR
Renner, Stefan	M&A and Private Equity	Partner	DF
Reznick, Robert P.	Intellectual Property	Partner	DC / 1243
Ricozzi, Raul	Structured Finance	Partner	RO
Riddle, Greg R.	Tax	Partner	SF / 8192
Riechert, Julia C.	Employment Law	Partner	SV / 1020-1014
Rigo, George T.	M&A and Private Equity	Partner	PR
Riley, Anthony S.	Emerging Markets	Partner	LN
Rincazaux, Philippe	M&A and Private Equity	Partner	PR
Ringeval, Emmanuel	Banking & Finance	Partner	PR
Ritter, JÃ¶rg	Technology Companies Group	Partner	MU
Roberts, Peter	Energy and Infrastructure	Partner	LN
Roche, Kevin M.	Public Finance	Partner	NY / 15.65
Roger, Joe	Energy and Infrastructure	Partner	HN

Full Name	Pract./Dept.	Title	Office/Desk
Ronn, David	Capital Markets	Partner	HN
Rooney, Peter J.	M&A and Private Equity	Partner	NY / 16.35
Rosen, B. J.	Banking & Finance	Partner	NY / 21.41
Rosenberg, Jill L.	Employment Law	Partner	NY / 14.50
Rosenfeld, Robert A.	Antitrust & Competition	Partner	SF / 8630
Rosenkranz, E. Joshua	Supreme Court and Appellate	Partner	NY / 14.23
Ross, Amy M.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7638
Routh, Steven J.	Intellectual Property	Partner	DC / 1023
Rugani, Paul F.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Rutowski, Diana	Intellectual Property	Partner	SV / 1000-2032 ; 8570
Sachdev, Rohit	Energy and Infrastructure	Partner	SF / 9558
Sanzari, Leah	Structured Finance	Partner	NY / 21.17
Sarchio, Christina Guerola	Complex Litigation and Dispute Resolution	Partner	DC / 1208
Sarumida, Hiroshi	M&A and Private Equity	Partner	NY / 16.46
Sawyers, Al B.	Structured Finance	Partner	NY / 21.11
Schmid, Thomas	M&A and Private Equity	Partner	MU
SchrÄ¶der, Christian	Technology Companies Group	Partner	DF
Schuhmacher, Kenneth A.	Energy and Infrastructure	Partner	NY / 22.28
Schultes-Schnitzlein, Stefan	Tax	Partner	DF
Scott, McGregor W.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2916
Scott, Nell	Emerging Markets	Partner	LN
Seegal, John F.	M&A and Private Equity	Partner	SF / 8676
Seeger, Kristin	Energy and Infrastructure	Partner	SF / 9110
Seneca, Mark W.	M&A and Private Equity	Partner	SV / 1040-131
Setty, Nagendra	Intellectual Property	Partner	SE / 7928
Shah, Jinal	Capital Markets	Partner	LN
Sherman, Les	Energy and Infrastructure	Partner	SF / 9130
Shin, Jeannie J.	M&A and Private Equity	Partner	SF / 8110
Shumsky, Eric A.	Supreme Court and Appellate	Partner	DC / 1032
Shwarts, Robert S.	Complex Litigation and Dispute Resolution	Partner	SF / 7166
Sills, Robert L.	International Arbitration	Partner	NY / 13.23
Simons, Albert	Public Finance	Partner	NY / 15.05

Full Name	Pract./Dept.	Title	Office/Desk
Simpson, Lisa T.	Intellectual Property	Partner	NY / 13.41
Singer, Guy David	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 15.50 ; DC/1149
Sirodoeva, Olga	M&A and Private Equity	Partner	DC / 1232
Smith, Richard Vernon	M&A and Private Equity	Partner	SV / 1040-139 ; SF/8126
Sobel, Larry D.	Tax	Partner	LA / LA1-111
Spielberg, David	Energy and Infrastructure	Partner	SF / 9122
Spitz, Stephen A.	Public Finance	Partner	SF / 9626
Steinvorth, Till	Antitrust & Competition	Partner	DF
Stengel, James L.	Complex Litigation and Dispute Resolution	Partner	NY / 14.57
Stephens, Eric	Energy and Infrastructure	Partner	SF / 9184
Stern, Robert	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC
Stone, Fiona	Real Estate	Partner	LN
Stone, Kolvin	Technology Companies Group	Partner	LN
Strauch Weiss, Laurie	Complex Litigation and Dispute Resolution	Partner	NY / 14.60
Sullivan, Mike	Technology Companies Group	Partner	SF / 8668
Sun, Jie Jeffrey	Capital Markets	Partner	SH
Swaminathan, Aravind	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Syed, David	Finance General	Partner	LN
Takatori, Yoshihiro	Complex Litigation and Dispute Resolution	Partner	TK
Tardivy, Patrick	M&A and Private Equity	Partner	PR
Teshima, Darren S.	Complex Litigation and Dispute Resolution	Partner	SF / 7122
Testa, Guido	M&A and Private Equity	Partner	ML / A2
Thomas, Darrell G.	Energy and Infrastructure	Partner	HN
Thompson, Dahl	Energy and Infrastructure	Partner	HN
Thorpe, Andrew D.	Capital Markets	Partner	SF / 8174
Tobiason, Thomas H.	Technology Companies Group	Partner	SF / 8166 ; SV/1040-141
Torpey, Michael D.	Firm	Partner	SF / 7676
Totten, Julie A.	Employment Law	Partner	SC / 2906
Touraine, HervÃ©.	Structured Finance	Partner	PR
Treistman, Carlos	M&A and Private Equity	Partner	HN
Treistman, Katherine G.	Complex Litigation and Dispute Resolution	Partner	HN

Full Name	Pract./Dept.	Title	Office/Desk
Troiano, Riccardo	Complex Litigation and Dispute Resolution	Partner	RO
Tsuchiya, Toshihiko	Real Estate	Partner	TK
Tu, Michael C.	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA1-134
Van Zant, Amy K.	Intellectual Property	Partner	SV / 1000-2050
Varian, Robert P.	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7680
Vejnoska, Christopher	Complex Litigation and Dispute Resolution	Partner	SF / 7170
Venuto, Stephen J.	Technology Companies Group	Partner	SV / 1040-215
Victor, Bryan D.	Public Finance	Partner	SC / 3009
Vogl, Peter D.	Intellectual Property	Partner	NY / 13.37
Von der Ahe, Christina	Intellectual Property	Partner	OC / 1136
von Samson-Himmelstjerna, Fabian	M&A and Private Equity	Partner	MU
Vu, Hoang	Public Finance	Partner	HN
Wakabayashi, Minako	Energy and Infrastructure	Partner	TK
Wall, Eric C.	Tax	Partner	SF / 8664
Walsh, Gerard J.	Real Estate	Partner	LA / LA2-124
Walsh, Nicole S.	Real Estate	Partner	LA / LA2-132
Wang, John Y.	Public Finance	Partner	SF / 9634
Wang, Xiang	Intellectual Property	Partner	BG
Weed, Michael C.	Complex Litigation and Dispute Resolution	Partner	SC / 3013
Weeks, L. Mark	M&A and Private Equity	Partner	TK / 28th Floor
Weil, Michael D.	Employment Law	Partner	SF / 7138
Weinheimer, Stefan	M&A and Private Equity	Partner	DF
Weitzel, Mark P.	Energy and Infrastructure	Partner	SF / 9126 ; SV/1040-106
Welsh, Thomas J.	Public Policy	Partner	SC / 2915
Wenner, Adam	Energy and Infrastructure	Partner	DC / 1117
Whiteley, Nicola	Employment Law	Partner	LN
Wilkinson, Christopher	Employment Law	Partner	DC / 1033
Williams, Matthew	Energy and Infrastructure	Partner	LN
Willis, Simon	Complex Litigation and Dispute Resolution	Partner	LN
Winburne, Blake H.	Energy and Infrastructure	Partner	HN
Wine, Mark P.	Intellectual Property	Partner	OC / 1129
Winter, Hilary	Capital Markets	Partner	LN

Full Name	Pract./Dept.	Title	Office/Desk
Wolf, George G.	Tax	Partner	SF / 8680 ; NY/16.15
Wolfe, John	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
Wolk, Neil T.	Public Finance	Partner	NY / 15.53
Wong, Billy	Capital Markets	Partner	HK
Wright, William H.	Intellectual Property	Partner	LA / LA1-123
Yakura, Shinsuke	Complex Litigation and Dispute Resolution	Partner	TK
Yost, Daniel K.	Technology Companies Group	Partner	SV / 1040-211
Yu, Harold M.	Technology Companies Group	Partner	SV / 1040-237 ; SF/8688
Zarnowiecki, A. Paul	Energy and Infrastructure	Partner	DC / 1118
Zechini, Marco	M&A and Private Equity	Partner	RO
Zellerbach, Thomas H.	Intellectual Property	Partner	SV / 1000-2016
Zhang, Ning	Capital Markets	Partner	BG
Zhang, Shelley	Intellectual Property	Partner	BG
Zimmermann, Andre	Employment Law	Partner	DF
Zuklie, Mitchell	Technology Companies Group	Orrick Chairman	SV / 1040-121 ; NY/21.36 ; SF/9680

Orrick, Herrington & Sutcliffe LLP
2016 Related Entities

1. Orrick, Herrington & Sutcliffe (Europe) LLP, a United Kingdom limited liability partnership domesticated in Delaware

2. Orrick, Herrington & Sutcliffe SAS, a French corporate entity

3. Orrick, Herrington & Sutcliffe MNP, a multinational partnership domesticated in Delaware (in process of being dissolved)

4. Orrick, Herrington & Sutcliffe – *Studio Legale Associato* and [Named Members], an Italian *Associazione Professionale*

5. Orrick, Herrington & Sutcliffe Limited, a UK private limited company

6. OHS Secretaries Limited, a UK private limited company

7. OHS Nominees Limited, a UK private limited company

8. Orrick (CIS) LLC, a Delaware limited liability company

9. OHS Moscow Partners, LLC, a Delaware limited liability company

10. Orrick Tokyo Law Offices, a joint venture between Orrick Tokyo Law Offices and the Firm

11. Orrick Foreign Legal Affairs Attorneys-at-Law, a foreign legal affairs partnership existing under the laws of the Republic of China

12. Orrick, Herrington, & Sutcliffe, a Hong Kong partnership

13. Orrick-RCI (Cote d'Ivoire trade name used by an affiliate office)

14. BLX Group LLC (formerly known as Bond Logistix LLC), a Delaware limited liability company

15. BLX Acquisition Corporation, a Delaware corporation

16. Fund Services Advisors, Inc., a California corporation

17. Orrick Global Operations LLC (inactive)

18. Verbatim LLC, a Delaware limited liability company

19. The Orrick, Herrington & Sutcliffe Foundation, a registered Section 501(c)(3) public charity

20. Orrick Investments 2000 LLC

21. Orrick Investments 2001 LLC

22. Orrick Investments 2002 LLC

23. Orrick Investments 2003 LLC

24. Orrick Investments 2004 LLC

25. Orrick Investments 2005 LLC

26. Orrick Investments 2006 LLC

27. Orrick Investments 2007 LLC

28. Orrick Investments 2008 LLC

29. Orrick Investments 2009 LLC

30. Orrick Investments 2010 LLC

31. Orrick Investments 2011 LLC

32. Orrick Investments 2012 LLC

33. Foundry Square Investors – XIII, LLC

34. Foundry Square Investors – XIV, LLC

35. Foundry Square Investors – XV, LLC

36. Foundry Square Investors – XVI, LLC

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Orrick, Herrington & Sutcliffe LLP, with an office located at 51 West 52nd Street, New York, New York 10019 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall include, but not be limited to, the following:

(a) providing customary bond counsel services in connection with tax-exempt and taxable, new money and refunding general obligation bond and note issuances, including, but not limited to: (i) participation in the negotiation and drafting of agreements with respect to such bonds and notes, (ii) advice to, and consultation with, representatives of the County concerning such bonds and notes, (iii) preparation of official statements, offering circulars and/or other disclosure documents, purchase contracts, resolutions, annual information statements or other documents relating to such issuances, as required or necessary, (iv) capital projects review, and/or (v) issuance of unqualified approving opinions and tax opinions;

(b) providing legal advice and assistance to the County in connection with bond and note issuances by the Nassau County Interim Finance Authority ("NIFA"), NIFA oversight and related matters;

(c) providing legal advice and assistance regarding tax matters relative to the issuance of obligations and opinions;

(d) providing legal advice and assistance regarding (i) sewer and storm water resources facilities financings, (ii) health facilities financings and related matters, (iii) tobacco settlement revenues financings and related matters, (iv) the use of adjustable, variable rate or zero coupon bonds, (v) interest rate exchange agreements or other derivatives (to the extent that the County can utilize such products), (vi) credit enhancement and liquidity in connection with financings, (vii) asset-backed transactions, (viii) equipment

leasing, (ix) financings by issuers related to the County, (x) development of new or alternative financing programs, and (xi) general municipal finance and other municipal matters;

(e) providing legal advice and assistance regarding legislation and related legislative matters;

(f) providing legal advice and assistance regarding arbitrage rebate, private activity limitations, continuing disclosure and other regulatory matters; and

(g) seeking, on behalf of the County, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies.

3. Payment. (a) Amount of Consideration. (1) The County shall pay, and the Contractor shall accept as payment for Services, the rates specified below, subject to the availability of funds for this Agreement following approval by the Department and encumbrance by the County Comptroller. The County shall not be liable for payment of any amounts which have not been approved by the Department and encumbered for this Agreement by the County Comptroller.

(i) Single year bond anticipation notes: $2,500 base fee plus 35 cents per $1,000 of par amount of notes over $4,000,000.

(ii) Tax anticipation and revenue anticipation notes: $500 base fee plus 35 cents per $1,000 for the first $10,000,000 of par amount of notes; 30 cents per $1,000 for the next $30,000,000 of par amount of notes; and 20 cents per $1,000 of par amount of notes thereafter.

(iii) Bond issues (public sale): $3,500 base fee plus 55 cents per $1,000 of par amount of bonds. The following charges are added to fees for standard, publicly-sold competitive bond issues: $300 for insurance/credit enhancement negotiation/review of documents. Further, the County shall pay Counsel an hourly rate of $300 for time expended in connection with specialized documents, conferences and other matters relating to an issue, if any, approved in advance by the County. This shall not be generally applicable to standard, competitively-bid general obligation bond issues.

(iv) Bond issues (negotiated or private sale): The same fee schedule set forth in (iii) above shall apply for bond issues sold at negotiated or private sale, except that the base fee for refunding bonds shall be $5,000. There shall be added an hourly rate of $300 for time expended in connection with specialized documents, conferences and other matters relating to such issues, if any, approved in advance by the County.

(v) Disclosure documents: For preparation of the disclosure documents for the County, Counsel shall be paid an hourly rate of $300.

(vi) Hourly fees: The County shall pay fees for services of attorneys other than in connection with bond and note issuances and for services performed by Counsel's subsidiary, BLX Group, at an hourly rate of $300.

Notwithstanding the foregoing, for County bond and note issuances sold to the New York State Environmental Facilities Corporation, including short-term financings, fees paid to Counsel shall be 25% less than those specified in (i) through (iv) above. The County shall not pay or reimburse any sale or closing charges, per-bond printing charges, consolidating fees, DTC-related expenses, telephone, postage, telex, computer, paralegal, secretarial, copying, word-processing, e-mail, overnight delivery,

or any other fees or expenses not specified herein.

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules,

regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or

employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required

coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this

Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____

Name: Thomas E Myers

Title: Partner

Date: 1/13/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 13th day of January in the year 2017 before me personally came Thomas E. Myers to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Westchester; that he ~~or she~~ is the Partner of Orrick, Herrington & Sutcliffe LLP the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ELIZABETH SOLANO
Notary Public, State of New York
No. 01JO4973240
Qualified in Kings County
Certificate Filed in New York County
Commission Expires October 15, 2018

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

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a/the _____ **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Michell Zuklie

   Business: 405 Howard Street San Francisco, CA 94105 (Address)

   415-773- 9680 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder __XX__ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   Orrick was assessed by the City and County of San Francsico in a dispute related to the provision of healthcare benefits to its employees. The matter has been settled.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __XX__ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated June 21, 2016
Signature of Director

Eileen B. Heitzler
Name of Director

Sworn to before me this

22 day of June, 2016

Notary Public

ELIZABETH SOLANO
Notary Public, State of New York
No. 01JO4973240
Qualified in Kings County
Certificate Filed in New York County
Commission Expires October 15, 2018

E.94.17

Contract ID:CQPK16000042-02 **Department: Parks**

Capital:

SERVICE: Lakeside Theatre concerts

NIFS ID #:CLPK17000006 NIFS Entry Date: 20-MAR-17 Term: from 01-MAY-17 to 30-SEP-17

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Brian Rosenberg New York Inc.**	Vendor ID#[redacted]
Address: 3[redacted]	Contact Person: Brian Rosenberg
[redacted]	Phone[redacted]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

RECEIVED NASSAU COUNTY LEGISLATURE 2017 MAY 25 A 11:34

Routing Slip

Department	NIFS Entry: X	22-MAR-17 -- PABUFFOLINO
Department	NIFS Approval: X	02-MAY-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	02-MAY-17 -- MRONAN
County Atty.	Insurance Verification: X	02-MAY-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	02-MAY-17 -- DMCDERMOTT
Dep. CE	Approval: X	23-MAY-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	04-MAY-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm
Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016. Original contract CQPK16000042
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $13,800.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	**PK**
Resp:	**gen1800**
Object:	**de500**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 13,800.00
TOTAL	**$ 13,800.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 13,800.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 13,800.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Brian Rosenberg New York Inc.

2. **Dollar amount requiring NIFA approval:** $13800

   Amount to be encumbered: $13800

   This is a 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: 5/1/17-9/30/18**
   Has work or services on this contract commenced? N

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

to retain, produce and manage the performance of Tramps Like Us concert at Lakeside Theatre, Eisenhower Park, on July 3, 2017 from 8:00pm-10:00pm and Genessa and The Selena Experience at Lakeside Theatre on July 31, 2017 from 8:00pm-10:00pm

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form	Y
Nassau County Committee and/or Legislature	Not Applicable

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:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 03-MAY-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW YORK INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Brian Rosenberg New York Inc. to provide the musical talent for two musical performances at Lakeside Theatre, Eisenhower Park, 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 amended agreement with Brian Rosenberg New York Inc.

Redacted copy

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: Brian Rosenberg New York, Inc.

CONTRACTOR ADDRESS: [redacted]. 11530

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **Brian Rosenberg New York, Inc. was one (1) of Five (5) Proposers awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP

(copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. 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: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/21/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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: Brian Rosenberg NY.

Dated: 2/23/17

Signed:

Print Name: Brian Rosenberg

Title: President

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM **APPENDIX D**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Brian Rosenberg

Date of birth: [redacted]
Home address: [redacted]
City/state/zip: [redacted]
Business address: [redacted]
City/state/zip: [redacted]
Telephone: [redacted]
Other present address(es): N/A
City/state/zip: N/A
Telephone: N/A
List of other addresses and telephone numbers attached: N/A

2. Positions held in submitting business and starting date of each (check all applicable)

President 6 / 8 / 84 Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___ _____ ___/___/___
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
NO X YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

APPENDIX D

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
NO X YES ____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
NO _X_ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
NO _X_ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you?
NO _X_ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you?
NO _X_ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you?
NO _X_ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
NO _X_ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
NO _X_ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
NO _X_ YES ___ If Yes, provide details for each such occurrence.

APPENDIX D

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.

APPENDIX D

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, Brian Rosenberg, 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

Sworn to before me this 22 day of February 2016

MARIA H MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified in Nassau County
My Commission Expires 8/27/17

Notary Public

Brian Rosenberg NY
Name of submitting business

Brian Rosenberg
Print name

Signature

President
Title

2 / 23 / 2017
Date

See attached new 2017 notary page

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, Brian Ronan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract, and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of May 2017

MARIA H MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified in Nassau County
My Commission Expires 8/27/17

Notary Public

Name of submitting business: Brian Ronan Mfg. Inc.

By: Brian Ronan
Print name

Signature

President
Title

5 / 26 / 2017
Date

APPENDIX C
Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: February 23rd, 2017

1) Proposer's Legal Name: Brian Rosenberg

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different) N/A
Phone: 516-639-1030
Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation _X__ Other (Describe) _S-Corp_____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ___ No _X__ If Yes, please provide details: ___

8) Does this business control one or more other businesses? Yes __ No __X_ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No _X_ If Yes, provide details.

APPENDIX C

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No _X_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No_X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.
b) Any misdemeanor charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction.
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No _X_ Yes ___ If Yes, provide details for each such conviction.
e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _X_ Yes ___ If Yes, provide details for each such occurrence

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance.

APPENDIX C

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No __X__ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below.
NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

"No Conflict Exists"

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

"No Conflict Exists"

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

"No Conflict Exists"

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.

In the event that a possible conflict arises, I inform the county of the possible conflict and allow the county to determine if an actual conflict exists.

APPENDIX C

A. Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg holds the sole officer in the company with two full time employees. BRNY located at 320 Endo Blvd, 2nd Floor, Garden City, NY 11758 is an all-in-one hospitality brand impact and marketing company, currently the leading firm of its kind on Long Island. Although Mr. Rosenberg began this venture as Brian Rosenberg Productions back in 1984 as a part-time venture, he is now devoting all of his time and effort into BRNY totaling 32 years of experience.

B. Over the course of 32 years, Mr. Rosenberg achieved a reputation in New York's hospitality industry as one of its foremost experts. He was employed by the prominent Garden City Hotel - Long Island's leading luxury hotel - from 1990-2007, during which time Mr. Rosenberg's titles included Managing Director of Food & Beverage, Vice President of Special Projects, Vice President of Operations, and finally, Vice President of Sales & Marketing. In each of these capacities, Rosenberg was called upon by ownership to bring to life their evolving vision of the property's entertainment assets, fine dining establishments, and catering and sales departments, respectively; each of which he successfully achieved with historically unmatched results. Mr. Rosenberg was credited with being at the core of achieving an unsurpassed $32 million in annual revenue for the property. His accomplishments at the hotel also included supervision of a multi-million-dollar renovation of the property's grand lobby and two upscale restaurants. Subsequently, the new restaurants were then marketed and rebranded by Rosenberg, both of which were enormously successful and met with previously unparalleled critical acclaim from both Zagat and the New York Times, among many others.

C. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's former nightclub for over 16 years. Most notably, he was responsible for the progressive rebranding and marketing of the venue, which he continued to revitalize over the years keeping in line with modern nightlife trends. From its inception as Club G in 1990, to its final incarnation, Posh Ultra lounge, which closed in 2007, the nightclub was regarded as the most popular nightlife experience on Long Island. Rosenberg's high-profile A-list parties, such as those featuring the casts of The Sopranos and Sex and the City, helped to keep the venue competing with the top nightclubs in the New York Metropolitan area.

Prior to 1990, Rosenberg promoted nightclubs and concerts in every genre of music - from rock to hip-hop and dance music – in and around the New York City nightlife scene, building himself a solid resume of success with many iconic nightclubs, such as the famed Studio 54. Some of his most notable concert events included the talent of such industry legends as Bon Jovi, Madonna and LL Cool J.

As of 2013 BRNY partnered with Live Nation, the country's biggest concert event company and exclusive independent promoter on Long Island as he is the only independent promotor at the Theater at Westbury. BRNY began producing around 20 concerts a year all over the Northeast including venues such as Westbury Music Fair on Long Island, Wellmont Theater in New Jersey, Emporium Theater in Patchogue, Hudson Civic Center, Poughkeepsie NY Tower Theaters in Philadelphia, The Pennysaver Ampitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Ampitheater at Coney Island. The future includes Jones Beach Theater and Radio City Music Hall.

Brian Rosenberg New York is currently Managing, Tommy Boy recording artist T.K.A, Long Islands Most famous cover band, The Mystic and house music phenon Kim Sozzi. Brian Rosenberg NY has also been one of the chosen promoters at the Lakeside Theater in Garden City NY featuring such shows as Taylor Dayne, Grand Funk Railroad, The Billy Joel Tribute Band and Movin Out. Brian Rosenbergs Lakeside free concerts have ranged from 8,000-10,000 attendees the past years.

D. Three references for whom Brian Rosenberg has provided similar services to evaluate his capability to perform this work.

1.
Company: Live Nation
Contact Person: Margaret Holmes
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

2.
Company: Live Nation
Contact Person: Jason Stone
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

3.
Company: Hudson Civic Center
Contact Person: Paul Lloyd
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

APPENDIX C

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, Brian Rosenberg, 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 23 day of February 2016

MARIA H MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified In Nassau County
My Commission Expires 8/27/17

Notary Public

Name of submitting business:

By: Brian Rosenberg NY

Print name

Signature

President

Title

2 / 23 / 2017

Date

See attached new notary P9. with 2017 date

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, Brian Kornberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of May 2017

MARIA H MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified in Nassau County
My Commission Expires 8/07/17

Notary Public

Name of submitting business: Brian Kornberg DDS PC

By: Brian Kornberg
Print name

Signature

President
Title

4 / 26 / 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Brian Rosenberg NY Inc.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____Inc____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):

Brian Rosenberg [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

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

NONE

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

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

Dated: 4/18/17

Signed: Brian Rokenberg JS

Print Name: Brian Rokenberg

Title: promoter

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.

AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Brian Rosenberg New York Inc.** (BRNY), with offices at [redacted] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods; AND

WHEREAS, the contract for 2016 erroneously only provided for a one-year term; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Promoter 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 May 1, 2017 and shall terminate on September 30, 2018 (or two full seasons, whichever is greater), with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Amended Program. The program for 2017, to date, is as follows:

(a) **Tramps Like Us** (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 3, 2017, from 8:00 p.m. to 10:00 p.m., includes one (1) fifteen (15) minute intermission), including set-up (a "Performance"). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

(b) **Genessa and The** Selena **Experience**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 31, 2017, from 8:00 p.m. to 10:00 p.m., including set-up (a "Performance"). The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

Substitutions of performers are allowed on the approval of the Parks Department.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality (per invoice).

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, including commission, in Amendment No.1, shall be increased by **Thirteen Thousand Eight Hundred,** (13.800.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Thirty Thousand Eight Hundred** ($30,800.00) (the "Amended Maximum Amount"). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

For Payment purposes, the following amounts shall be allocated to each Performance:
(a) **Eight Thousand Eight Hundred Dollars** ($8,800.00); and
(b) **Five Thousand Dollars** ($5,000.00)

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) There shall be an advance payment of 50% (a total of $6,900.00) of the maximum amount for each Performer, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County. The Promoter must provide County with four (4) signed original claim vouchers and an invoice on the corporate letterhead.

(ii) The balance payment respecting each Performance shall be payable to the Promoter and shall be paid after the completion of each respective performance. In the event the Performance is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Performer shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or

performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

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

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than

one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County

Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter 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 Promoter, to the attention of the

person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

20. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program.

Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

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

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

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

21. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

BRIAN ROSENBERG NEW YORK

By: _____
Name: Brian Rosenberg
Title: Promoter
Date: March 8, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 8th day of March in the year 2017 before me personally came Brian Rosenberg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

NOTARY PUBLIC
Notary Public - State of New York
NO. 01MI6063316
Qualified In Nassau County
My Commission Expires 8/22/17

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

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto

_____
NOTARY PUBLIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: ROCKWELL GROUP LTD [redacted]

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: COVINGTON SPECIALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: BRIAN ROSENBERG NY INC
ERNY
[redacted]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		VBA492199 00	10/1/16	10/1/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED
EVENT: GENESSA AND THE SELENA EXPERIENCE, JULY 31, 2017
LOCATION: LAKESIDE THEATRE, EISENHOWER PARK, EAST MEADOW, NY 11554

CERTIFICATE HOLDER

COUNTY OF NASSAU
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contract ID#: CQPK1600004 2

Department: Parks, Rec & Museums

R.198

U-33-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK1600004 2 NIFS Entry Date: 5/17/16 Term: April 30-July 18 2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Brian Rosenberg New York Inc.	Vendor ID# 26-4363548
Address 320 Endo Blvd., Garden City, New York, NY 11530 REG: EMAIL: Brian@BrianRosenbergNY.com	Contact Brian Rosenberg Phone: 516-5067604

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm. _____ Date 5/18/16

Frank Camerlengo, Deputy Commissioner _____ Date 5/17/16

Eileen Krieb, CSR Eileen A. Krieb Date 5/17/16

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Appvd	SIGNATURE	Leg. Approval Required
5/18/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☐ ☐	5/18/16		
5/19/16	OMB	NIFS Approval (Contractor Registered)	☐	5/19/16		Yes ☐ No ☐ Not required if blanket resolution
5/20/16	County Attorney	CA RE & Insurance Verification	☑	5/20/16		
5/20/16	County Attorney	CA Approval as to form	☑	5/20/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐			
6/9/16	County Attorney	NIFS Approval	☑	6/9/16		
	Comptroller	NIFS Approval	☑	6/30/16		
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	5/29/16		

RECEIVED NASSAU COUNTY 2016 JUL 21 PM 12:41

PR5254 (1/06)

Contract ID#: CQPK16000042

Department: Parks, Rec & Museums

Contract Summary

Description: Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park

Purpose: to retain, produce and manage the performance of Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park, on July 1, 2016 from 8:00pm-10:00pm

Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016.

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: to retain, produce and manage the performance of Tramps Like Us with an opening act of Randy Jackson concert at Lakeside Theatre, Eisenhower Park, on July 1, 2016 from 8:00pm-10:00pm

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $17,000.00

CONTRACT PROCESSING FEE $ 1600 - copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: QPK	9700
Object: de	500
Transaction:	

PK97 X5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$17,000.00
TOTAL	$17,000.00

LINE	INDEX/OBJECT CODE PK97	AMOUNT
1	QPK9700thde500 X5	$17,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$17,000.00

Document Prepared By: L. Rosenthal **Date:** May 17, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name	Date 5/27/16
Date 6/30/2016	Date 6/30/16	(For Office Use Only) E #:

PR5254 (1/06)

1-33-16

RULES RESOLUTION NO. 198 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW YORK INC..

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1/6/16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Brian Rosenberg New York Inc. to provide the services for two musical performances at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Brian Rosenberg New York Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Brian Rosenberg New York, Inc.

CONTRACTOR ADDRESS: [redacted]
11530

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **Brian Rosenberg New York, Inc. was one (1) of Five (5) Proposers awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP

(copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

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 submission of the first claim voucher, for services under this 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

5/18/16
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.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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: Brian Rosenberg NY

Dated: 5/9/16

Signed:

Print Name: Brian Rosenberg

Title: President

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM APPENDIX D

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name Brian Rosenberg
Date of birth: [redacted]
Home address: [redacted]
City/state/zip: [redacted]
Business address: [redacted]
City/state/zip: [redacted]
Telephone: [redacted]
Other present address(es): N/A
City/state/zip: N/A
Telephone: N/A
List of other addresses and telephone numbers attached: N/A

2. Positions held in submitting business and starting date of each (check all applicable)

President 6 / 8 / 84 Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___ ___/___/___
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
NO X YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
NO X YES ____ If Yes, provide details for each such instance.
b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
NO X YES ___ If Yes, provide details for each such instance.
c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
NO X YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you?
NO X YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you?
NO X YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you?
NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
NO 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 responseto 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, Brian Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of May 2016

MARIA M MIRANDA
Notary Public - State of New York
NO. 01MI6065315
Qualified in Nassau County
My Commission Expires 8/27/17

Notary Public

Brian Rosenberg NY
Name of submitting business

Brian Rosenberg
Print name

Signature

President
Title

5 / 9 / 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 "not-applicable." No blanks.

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

Date: May 9th, 2016

1) Proposer's Legal Name: Brian Rosenberg

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different) N/A

Phone: 516-639-1030
Does the business own or rent its facilities? Rent
4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation _X_ Other (Describe) S-Corp

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ___ No _X_ If Yes, please provide details: ___

8) Does this business control one or more other businesses? Yes __ No _X_ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No _X_ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No _X_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No_X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.
b) Any misdemeanor charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction.
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _X_ Yes ___ If Yes, provide details for each such conviction.
e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _X_ Yes ___ If Yes, provide details for each such occurrence

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No __X__ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below.
NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
"No Conflict Exists"

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
"No Conflict Exists"

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
"No Conflict Exists"

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. ~~"No Conflict Exists"~~

In the event that a possible conflict arises, I inform the County of the possible conflict and allow the county to determine if an actual conflict exists.

A. Brian Rosenberg is the founder and president of BRNY founded in New York, February 2009. Brian Rosenberg holds the sole officer in the company with two full time employees. BRNY located at 320 Endo Blvd, 2nd Floor, Garden City, NY 11758 is an all-in-one hospitality brand impact and marketing company, currently the leading firm of its kind on Long Island. Although Mr. Rosenberg began this venture as Brian Rosenberg Productions back in 1984 as a part-time venture, he is now devoting all of his time and effort into BRNY totaling 32 years of experience.

B. Over the course of 32 years, Mr. Rosenberg achieved a reputation in New York's hospitality industry as one of its foremost experts. He was employed by the prominent Garden City Hotel - Long Island's leading luxury hotel - from 1990-2007, during which time Mr. Rosenberg's titles included Managing Director of Food & Beverage, Vice President of Special Projects, Vice President of Operations, and finally, Vice President of Sales & Marketing. In each of these capacities, Rosenberg was called upon by ownership to bring to life their evolving vision of the property's entertainment assets, fine dining establishments, and catering and sales departments, respectively; each of which he successfully achieved with historically unmatched results. Mr. Rosenberg was credited with being at the core of achieving an unsurpassed $32 million in annual revenue for the property. His accomplishments at the hotel also included supervision of a multi-million-dollar renovation of the property's grand lobby and two upscale restaurants. Subsequently, the new restaurants were then marketed and rebranded by Rosenberg, both of which were enormously successful and met with previously unparalleled critical acclaim from both Zagat and the New York Times, among many others.

C. Additionally, Mr. Rosenberg served as general manager and promoter of the hotel's former nightclub for over 16 years. Most notably, he was responsible for the progressive rebranding and marketing of the venue, which he continued to revitalize over the years keeping in line with modern nightlife trends. From its inception as Club G in 1990, to its final incarnation, Posh Ultra lounge, which closed in 2007, the nightclub was regarded as the most popular nightlife experience on Long Island. Rosenberg's high-profile A-list parties, such as those featuring the casts of The Sopranos and Sex and the City, helped to keep the venue competing with the top nightclubs in the New York Metropolitan area.

Prior to 1990, Rosenberg promoted nightclubs and concerts in every genre of music - from rock to hip-hop and dance music – in and around the New York City nightlife scene, building himself a solid resume of success with many iconic nightclubs, such as the famed Studio 54. Some of his most notable concert events included the talent of such industry legends as Bon Jovi, Madonna and LL Cool J.

As of 2013 BRNY partnered with Live Nation, the country's biggest concert event company and exclusive independent promoter on Long Island as he is the only independent promotor at the Theater at Westbury. BRNY began producing around 20 concerts a year all over the Northeast including venues such as

Westbury Music Fair on Long Island, Wellmont Theater in New Jersey, Emporium Theater in Patchogue, Hudson Civic Center, Poughkeepsie NY Tower Theaters in Philadelphia, The Pennysaver Ampitheater, Brookhaven, Paramount in Huntington, Long Island and Kings Ampitheater at Coney Island. The future includes Jones Beach Theater and Radio City Music Hall.

Brian Rosenberg New York is currently Managing, Tommy Boy recording artist T.K.A, Long Islands Most famous cover band, The Mystic and house music phenon Kim Sozzi. Brian Rosenberg NY has also been one of the chosen promoters at the Lakeside Theater in Garden City NY featuring such shows as Taylor Dayne, Grand Funk Railroad, The Billy Joel Tribute Band and Movin Out. Brian Rosenbergs Lakeside free concerts have ranged from 8,000-10,000 attendees the past years.

D. Three references for whom Brian Rosenberg has provided similar services to evaluate his capability to perform this work.

1.
Company: Live Nation
Contact Person: Margaret Holmes
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

2.
Company: Live Nation
Contact Person: Jason Stone
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

3.
Company: Hudson Civic Center
Contact Person: Paul Lloyd
Address: [redacted]
City/State: [redacted]
Telephone: [redacted]
E-Mail Address: [redacted]

Per Eileen Krieb:

*The **Gross Revenue** for Brian Rosenberg NY for the 2016 tax year was $805,739.92.*

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, Brian Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9TH day of MAY 2016

MARIA MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified in Nassau County
My Commission Expires 8/27/17

Notary Public

Name of submitting business:

By: Brian Rosenberg NY

Print name

Signature

President

Title

5 / 9 / 2016

Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Brian Rosenberg NY
Address: [redacted]
City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture
____Ltd. Liability Co ____Closely Held Corp _X_ INC :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):
Brian Rosenberg [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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: 5.9.16

Signed: _____

Print Name: Brian Rosenberg

Title: Promoter

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Brian Rosenberg New York Inc.** (BRNY), with offices at [redacted] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods.

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Promoter desires to perform the services described in this Agreement;

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

1. Term. This Agreement shall commence on April 30, 2016 and shall terminate on July 18, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein. The Program for 2017 and 2018 shall be agreed to by Parks and Promoter.

2. Program. (a) **Tramps Like Us with an opening act of Randy Jackson** (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 1, 2016, from 8:00 p.m. to 10:00 p.m. (Randy Jackson shall perform from 7:35 p.m. to 8:00 p.m.) (includes one (1) fifteen (15) minute intermission), including set-up (a "Performance"). The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at

least sixty (60) minutes prior to the commencement of the Program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

(b) **Genessa and The Selena Experience**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, to be held on July 25, 2016, from 8:00 p.m. to 10:00 p.m., including set-up (a "Performance"). The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality (per invoice).

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Seventeen Thousand Dollars** ($17,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

For Payment purposes, the following amounts shall be allocated to each Performance:

(a) **Twelve Thousand Dollars** ($12,000.00); and
(b) **Five Thousand Dollars** ($5,000.00)

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) There shall be an advance payment of 50% (a total of $8,500.00) of the maximum amount for each Performer, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.
(ii) The balance payment respecting each Performance shall be payable to the Promoter and shall be paid after the completion of each respective performance. In the event the Performance is not completed in accordance with this

Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the

County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

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

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Brian Rosenberg New York
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Events/Dates: Tramps Like Us – July 1, 2016 and Genessa and The Selena Experience, July 25, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures: Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants

that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

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

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

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

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

BRIAN ROSENBERG NEW YORK

By: _____
Name: Brian Rosenberg
Title: Promoter
Date: May 9th, 2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☒ Deputy County Executive
Date: 7/8/16

PLEASE EXECUTE IN BLUE INK

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

On the 9th day of May in the year 2016 before me personally came Brian Rosenberg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau ; and that he or she signed his or her name hereto and has executed the above instrument.

MARIA H MIRANDA
NOTARY PUBLIC, State of New York
NO. 01MI6053315
Qualified In Nassau County
My Commission Expires 8/27/17

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

On the 8 day of July in the year 2016 before me personally came Charles Ribando to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or ____ Chief Deputy County Executive or X Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:
Brian Rosenberg (Name)
[redacted]s)
[redacted](Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below: NO

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: NO

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/9/2016
Dated

Signature of Chief Executive Officer

Brian Rosenberg
Name of Chief Executive Officer

Sworn to before me this
9th day of May, 2016.

MARIA H MIRANDA
Notary Public - State of New York
NO. 01MI6063315
Qualified in Nassau County
My Commission Expires 8/27/17

Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROCKWELL GROUP LTD [redacted]	CONTACT NAME: [redacted] PHONE (A/C, No, Ext): FAX (A/C, No): [redacted] E-MAIL ADDRESS: [redacted]	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: COVINGTON SPECIALTY	
INSURED ~~BRIAN ROSENBERG NY INC~~ BRNY [redacted]	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			VBA411442 00	3/6/16	3/6/17	EACH OCCURRENCE	$ ~~1,000,000~~
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ ~~100,000~~
							MED EXP (Any one person)	$ ~~5,000~~
							PERSONAL & ADV INJURY	$ ~~1,000,000~~
							GENERAL AGGREGATE	$ ~~2,000,000~~
							PRODUCTS - COMP/OP AGG	$ ~~1,000,000~~
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER, NASSAU COUNTY, IS INCLUDED AS AN ADDITIONAL INSURED

EVENT/DATES: TRAMPS LIKE US- JULY 1, 2016 AND GENESSA AND THE SELENA EXPERIENCE, JULY 25, 2016

LOCATION: LAKESIDE THEATRE & EISENHOWER PARK, EAST MEADOW, NY 11554

CERTIFICATE HOLDER

COUNTY OF NASSAU
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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[redacted]

BRIAN ROSENBERG NY INC.

[redacted]

DATE 5-9-16

1-2/210 884

PAY TO THE ORDER OF Treasurer of Nassau County $ 160.00

one hundred sixty dollars & 00/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Trainps / Evictions

[redacted]

[redacted]

MP

CLPW17000013

Contract ID#: S3B120-01M

Department: Public Works

E-130-17

CF (Capital)

CF

Contract Details

NIFS ID #:CFPW 13000019

NIFS Entry Date: 3/23/17 Term: from 11/14/13 to 8/13/18

SERVICE: Construction Management

New ☐ Renewal	X
Amendment	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes X	No ☐
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name **Gannett Fleming Engineers, P.C.**	Vendor ID# **52-2151596**
Address **100 Crossways Park West Suite 300 Woodbury, NY 11797**	Contact Person **Stephen Hadjiyane, Vice President** Phone **(516) 364-4140**

County Department
Department Contact **Damon W. Urso, Sanitary Engineer III**
Address **Cedar Creek WPCP, Bldg R 3340 Merrick Rd, Wantagh NY11793**
Phone **516-571-7534**

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐	3-28-17		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	3/28/17		
3/30/17	OMB	*NIFS Approval* ☑	3/30/17		Yes ☐ No ☐ Not required if Blanket Res.
4/6/17	County Attorney	*CA RE & Insurance Verification* ☑	4/6/17		
4/7/17	County Attorney	*CA Approval as to form* ☑	4/7/17		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
5/12/17	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	5/12/17		

NASSAU COUNTY

K:\ADMIN\Letters for Signature\Water Management\Perfetti\S3B120\S3B120-01M StaffSum CM GF 022417.doc

Contract ID#: S3B120-01M

Department: Public Works

Contract Summary Amendment 1

CFPW 13000019

Description: Additional Funds for Construction Management Services and Time Extension for the Bay Park Sewage Treatment Plant Influent Screening Facility Improvements.

Purpose: Amendment to continue construction management services required to complete work on construction of the Bay Park Influent Screening Facility Improvements. The amendment is necessary to continue construction management on the project.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: A Request for Proposal (RFP) was advertised in Newsday and the County website in April, 2013, with technical proposals received on May 24, 2013. Eight (8) firms responded to this RFP and their proposals were evaluated. The Firm of Gannett Fleming received the highest technical rating & proposed the lowest cost. The Department recommended that we retain the services of Gannett Fleming. The justification for selecting the Firm of Gannett Fleming was approved by the office of the County Executive on August 8, 2013 (Memo dated July 29, 2013).

Description of General Provisions: This Amendment No. 1 requests continued construction management services during construction to this ongoing project, as well as a one (1) year time extension.

Impact on Funding / Price Analysis: Notice to proceed with construction occurred on May 27, 2014 with substantial completion scheduled for November 24, 2016. The contract has experienced delays and completion is forecast for May 19, 2017. GF was issued authorization to proceed on January 6, 2014, however, did not start services until March 22, 2014 approximately one month prior to construction per the agreement. We are requesting funds to continue CM services to the end of July 2017 which allows two (2) months for project closeout. At the end of the project, the Department will perform a delay analysis on the construction contract to determine of any penalties are due the County.

Change in Contract from Prior Procurement: Request to Increase the Maximum Amount of the Agreement to $1,450,887 from $1,351,764 and one (1) year Time Extension.

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B
Resp:	120
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital 3B120	$ 99,123.00
Other	$
TOTAL	$ 99,123.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3B120	$ 99,123.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 99,123.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Damon W. Urso, Sanitary Engineer III Date: Feb 24, 2017

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/12/17
Date	Date	(For Office Use Only) E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Gannett Fleming Engineers, P.C.

2. Dollar amount requiring NIFA approval: $ 99,123

Amount to be encumbered: $ 99,123 1/2 3/17

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 yr. extension to 8/13/18

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Addition Funds for construction management for ongoing construction work

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	___ Yes	✓ No	
If not, will it require a future borrowing?	✓ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	✓ No	___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Notice to proceed with construction occurred on May 27, 2014 with substantial completion scheduled for November 24, 2016. The contract has experienced delays and completion is forecast for May 19, 2017. GF was issued authorization to proceed on January 6, 2014, however, did not start services until March 22, 2014 approximately one month prior to construction per the agreement. We are requesting funds to continue CM services to the end of July 2017 which allows two (2) months for project closeout. At the end of the project, the Department will perform a delay analysis on the construction contract

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds $50K.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 4/4/17

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: _____

NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items 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: Gannett Fleming Engineers, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park West, Woodbury, NY 11797

FEDERAL TAX ID #: 52-2151596

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 14, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after evaluation of eight (8) proposals were received on May 24, 2013 in response to our Request for Proposals. This amendment is to extend the Term and increase the Maximum Dollar Amount of the Agreement.

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. X 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.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. X 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 submission of the first claim voucher, for services under this 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

3/29/17

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

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: Gannett Fleming Engineers, P.C.

Dated: 3/6/17

Signed:

Print Name: Stephen Hadjiyane

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/6/17

Signed:

Print Name: Stephen Hadjiyane

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Stephen Hadjiyane
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 100 Crossways Park West, Suite 300
   City/state/zip Woodbury, NY 11797
   Telephone 516-364-4140
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 06 /16 /2016 Treasurer 06 /16 /2016
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 03 /03 /1999 _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. **Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.**

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?
   YES ___ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X 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? YES ___ NO X 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? YES ___ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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, Stephen Hadjiyane, 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 6 day of March 2017

NIKIA M TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified in Nassau County
My Commission Expires 12/27/17

Notary Public

Gannett Fleming Engineers, PC
Name of submitting business

Stephen Hadjiyane
Print name

Signature

President
Title

3/6/17
Date

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name James R. Laurita
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Two Penn Plaza, Suite 552, 380 Seventh Avenue
   City/state/zip New York, NY 10121
   Telephone 212-967-9833
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board 12/31/2009 Shareholder 12/31/2009
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. **James R. Laurita owns 50% and John W. Kovacs owns 50%.**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. **Please see Attachment 1.**

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? YES X NO ___
If Yes, provide details. **Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 6,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.**

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?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, James R. Laurita, 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 28th day of February 2017

Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2018
I.D. # 2379186

Gannett Fleming Engineers, PC
Name of submitting business

James R. Laurita
Print name

Signature

Chairman
Title

02 / 28 / 2017
Date

Attachment 1
Principal Questionnaire Form
Question 5

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GFMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GFMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSYDRILLING - Punxsy Drilling Company	Director
PUNXSYDRILLING - Punxsy Drilling Company	Chairman

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John Kovacs
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 730 Holiday Drive, Suite 400
   City/state/zip Pittsburgh, PA 15220
   Telephone 412-922-5575
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder 01/03/2014
   Chief Exec. Officer ___/___/___ Secretary 01/03/2014
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 01/03/2014 _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. **James R. Laurita owns 50% and John W. Kovacs owns 50%.**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. **Please see Attachment 1.**

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? YES X NO ___
If Yes, provide details. **Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities lieted also have too many agreements to list.**

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?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

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I, John Kovacs, 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 2nd day of March 2017

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Carl A. Hunt, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Dec. 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Gannett Fleming Engineers, PC
Name of submitting business

John Kovacs
Print name

Signature

Senior Vice President/Secretary
Title

3/2/2017
Date

Attachment 1
Principal Questionnaire Form
Question 5

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GFMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GFMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSYDRILLING - Punxsy Drilling Company	Director
PUNXSYDRILLING - Punxsy Drilling Company	Chairman

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: March 3, 2017

1) Proposer's Legal Name: Gannett Fleming Engineers, PC

2) Address of Place of Business: 100 Crossways Park West, Suite 300, Woodbury, NY 11797

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

3) Mailing Address (if different): N/A

Phone : (516) 364-4140

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 83-241-9894

5) Federal I.D. Number: 52-2151596

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) **Professional Corporation**

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Shares space with Gannett Fleming Engineers and Architects, P.C.

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. GFEAPC is an affiliate of GFEPC and the entity is controlled by Gannett Fleming, Inc. The shareholders of GFEPC are James R. Laurita and John W. Kovacs.

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? Yes ___ No X 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? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X 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? Yes ___ No X 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? Yes ___ No X ; 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? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

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.
Gannett Fleming has a Code of Ethics and Conflict of Interest policy that requires the reporting of any potential conflicts to the Ethics Officer, who provides conflict checks and advice regarding the avoidance of conflicts of interest.

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. See attached answers for this section.

Should the proposer be other than an individual, the Proposal **MUST** include: _____

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. **101**

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See attached answers for this section.

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 Nassau County Department of Public Works

Contact Person Joseph Davenport, PE

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone (516) 571-9608

Fax # N/A

E-Mail Address jdavenport@nassaucountyny.gov

Company New York City Department of Environmental Protection

Contact Person Jerry Fraglas

Address 59-17 Junction Boulevard

City/State Flushing, NY 11373

Telephone (718) 595-4969

Fax # N/A

E-Mail Address jfragias@dep.nyc.gov

Company Suffolk County Department of Public Works

Contact Person John Donovan, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone (631) 852-4184

Fax # N/A

E-Mail Address public.works@suffolkcountyny.gov

Answers to Question A

A. - *See Appendix A*

i. - *3/3/1999; Name Change 9/4/2002*

ii. –

(50% Ownership) Laurita, James R. - Chairman - 9 White Oak Ridge Ct, Mendham NJ 07945

(50% Ownership) Kovacs, John W. - Senior Vice President and Secretary -1480 Redfern Drive, Pittsburgh, PA 15241

iii. –

Laurita, James R - Chairman *Address: 9 White Oak Ridge Ct, Mendham NJ 07945*
Hadjiyane, Stephen – President and Treasurer *Address: 11 Sherman Dr, Syosset NY 11791*
Kovacs, John W - Senior Vice President and Secretary *Address: 1480 Redfern Drive, Pittsburgh, PA 15241*
Augustin, Lars- Vice President and Assistant Secretary *Address: 88 Merritt Avenue, Massapequa, NY 11758*
Hair, Glen L - Vice President *Address: 23 Harrogate Drive, Hummelstown, PA 17036*
Inyard, Frederick H - Vice President *Address: 8 Glenmark Lane, East Northport, NY 11731*
Schweiger, Paul G - Vice President *Address: 50 Circle Place, Camp Hill, PA 17011*

iv. – *New York*

v. – 2096

vi. -

Gannett Fleming Engineers, P.C. is an affiliate of Gannett Fleming, Inc. and its annual revenue for 2016 was $375,096,000.

vii. - *See Appendix A*

viii. - *See Attached Certificate*

Answer to Question C

See Appendix A

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

GANNETT FLEMING ENGINEERS PC
100 CROSSWAYS PARK WEST
SUITE 300
WOODBURY, NY 11797-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011949

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

Appendix A

3.1. Gannett Fleming

Gannett Fleming has continuously demonstrated a sensitivity and commitment to the needs and expectations of our clients. We have five (5) offices located across the New York metropolitan area.

Construction Management makes up one of the largest Divisions of our company. With more than 200 engineering, construction, and other professionals to draw from, our firm has the available resources to successfully meet the needs of this project.

The Construction Management Division of Gannett Fleming routinely manages and inspects more than $500 million in construction values each year. As such, we have the necessary procedures in place to control costs, monitor schedules, and confirm that the Owner's project requirements are consistently met. Our program and construction management approach will be integrated with the County's goals for this project.

Our construction management, resident engineering, and inspection personnel work as an extension of our client's staff to represent their interests throughout the phases of the project. We identify the preconstruction requirements, including project risks, programming, design, jurisdictional requirements, and approvals needed. We develop a design and construction schedule for staying on track. We prepare progress estimates during the various design phases to confirm that the project is staying on budget and make recommendations for modifications where appropriate. We also perform constructability reviews and identify value engineering ideas, phasing opportunities, and procurement strategies and consider operation and maintenance costs for the life of the facilities. We work with the design professionals to prepare bid documents and oversee the bidding and award process. During the construction phase, we manage and administer all aspects of the project to adhere to the project contract documents. Our Team can hold and/or manage for the Owner key independent consultant contracts. At substantial completion and prior to occupancy, our comprehensive closeout procedures confirm that the facilities are ready for use and meet the basis of design and all project requirements.

As construction managers, we have integrated our engineering expertise with the construction management process, symbiotically combining the managerial and technical expertise required to deliver successful projects. Our construction management objective is to assist our clients, in whatever way necessary, to achieve their project goals. Ultimate success requires a wide range of construction management, engineering, and support services; it is our broad scope of abilities that has led to our continued success as construction managers.

As demonstrated in Section 4, Key Personnel and Staffing, our Construction Management Team is comprised of personnel with the capabilities and experience commensurate with the requirements of this assignment.

Gannett Fleming's experience working on projects similar in scope to the County's proposed project is described within the detailed project descriptions provided at the end of this Section.

3.2. Subconsultants

To meet the goals of the County's WBE, MBE, or W/MBE program and enhance our services for this Contract, we have enlisted the support of LPE Enterprises, Ltd. and Site Safety Solutions LLC. The following paragraphs provide an overview of the qualifications and experience both WBE firms bring to the County.

3.2.1. LPE Enterprises, Ltd.

LPE Enterprises, Ltd., a New York-based WBE program management and construction management support services firm, identifies and serves the needs of construction management and engineering companies for skilled and experienced project-based personnel. The firm's staff members, all of whom are actively engaged on projects in the New York and New Jersey and South Florida areas, are full-time employees of LPE.

Their staff – many of whom have been with the company since its founding in 1988 – has extensive expertise in such areas as engineering, architectural drafting, automated systems and network developing, construction inspection and estimating, document controls, and administrative services.

Assigned to a project on the basis both of applicable skills and compatibility with the client, these professionals are fully integrated into the project team, committed to meeting the highest standards of performance, and are dedicated to their clients' success.

LPE Enterprises, Ltd. is certified as a WBE firm with New York State, the New York State Department of Economic Development, the Port Authority of New York and New Jersey, and the New York City Department of Business Services.

LPE Enterprises has provided technical administrative support on the following DEP projects and wastewater treatment plant (WWTP) upgrades:

- Avenue V Pump Station
- CAT/DEL UV Disinfection Project
- Croton Water Filtration Project
- Jamaica WWTP Upgrades
- Bowery Bay WWTP Upgrades
- Wards Island WWTP Upgrades
- Hunts Point Water Pollution Control Plant (WPCP)
- Paerdegat Basin WPCP
- Spring Creek WPCP
- Coney Island WPCP
- Newtown Creek WPCP.

3.2.2. Site Safety Solutions LLC

Founded in 1998, Site Safety Solutions LLC is a certified New York State Department of Transportation (DOT) Disadvantaged Business Enterprise (DBE), New York State WBE and New City Women's Business Enterprise that provides environmental, health, and safety (EHS) services to municipal, state, and federal governmental agencies and the private sector, including the construction industry, manufacturing, and commercial businesses.

Site Safety Solutions LLC provides a wide range of services within the EHS arena. Their expertise and experience in providing health and safety services includes the development and implementation of site-specific health and safety plans; development of CM Management Plans; emergency evacuation planning; hazard assessment; comprehensive surveys for chemical, biological, and physical agents; training; compliance audits and inspection; indoor air quality; and on-site safety management.

Their expertise in the environmental field includes hazardous material investigations, management and plan development, waste management programs, storm water pollution prevention planning and inspections, air quality assessments, and noise and lighting assessments.

Site Safety Solutions is dedicated to fostering environmental stewardship, the protection of employees in the workplace, and the health and well-being of community residents. Site Safety Solutions maintains a philosophy of commitment to their clients by delivering cost-effective, EHS solution-oriented services that are tailored to the specific and unique needs of their clients.

Their relevant experience is also described in detailed project descriptions provided at the end of this Section.

Gannett Fleming

Excellence Delivered As Promised

Newtown Creek Water Pollution Control Plant Phase 3 Upgrade Construction Management Services

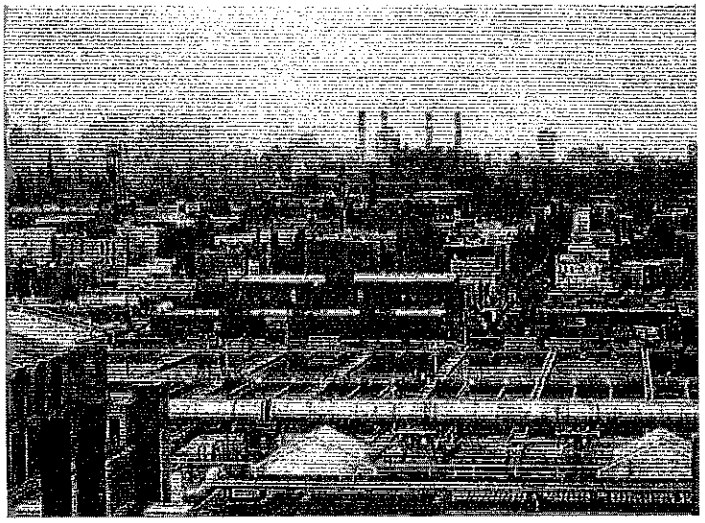
Gannett Fleming is a partner in a tri-venture team and is performing construction management and resident engineering services for 11 construction contracts to upgrade the 310 mgd Newtown Creek Water Pollution Control Plant (WPCP). Gannett Fleming is working on Contracts 41G, E, H, and P, which are for construction of a new $387 million Central Residuals Building. The Central Residuals Building is to be completed in March 2013. The upgrade of the New York City Department of Environmental Protection's (NYCDEP) Newtown Creek WPCP is under a consent order from the U.S. Environmental Protection Agency (U.S. EPA) and the New York State Department of Environmental Conservation (NYSDEC). There are several construction and operational consent order deadlines that must be met during the term of this contract.

Also, as part of the construction management and resident engineering services, we are providing construction management services on:

- Contracts 47 G, E, H, and P for the South Battery Reconstruction and South Control Building
- Contract 50 Newtown Creek Sludge Barging Facilities
- Contract 60 for the Process Wrap-up at Newtown Creek (G and E).

The construction management includes as integral parts of the service, project management over the preparation and review and monitoring of construction schedules; resident engineering inspection services, including the preparation of field change orders and claim records; and processing of Contractors' payments.

Gannett Fleming is leading the scheduling, change order, and document control services for this project. Our lead scheduler and assistant scheduler prepare periodic contractor schedule reviews and updates to NYCDEP.



Client

New York City Department of Environmental Protection

Location

Brooklyn, New York

Completion Date

Ongoing

Construction Cost

Phase 3 Const. Cost: $1.5 billion

Phase 3 CM Cost: $80.5 million

Project Construction Manager

Fotios Papamichael, P.E., BCEE

Client Reference

Mr. Kenneth Moriarty
Phone Number 718-595-6238

Prior to contract procurement by NYCDEP, Gannett Fleming also completed constructability review of the Central Residuals Building design and construction documents. The Central Residuals Building consists of secondary screening, grit classification and handling, skimmings handling, waste sludge screening, deodorization, odor control and container handling facilities.

Project Features

Gannett Fleming is providing construction management services for 12 construction contracts to upgrade the Newtown Creek WPCP. Work involves upgrades to the Central Residuals Building and the Newtown Creek sludge barging facilities, modifications to the main building's northwest wing, and reconstruction of the South Battery of aeration and final tanks, and South Control buildings. This project included the following unique features:

- Constructability review of final tank reconstruction Contract 47 and Central Residual Building Contract 41.

Gannett Fleming

Excellence Delivered As Promised

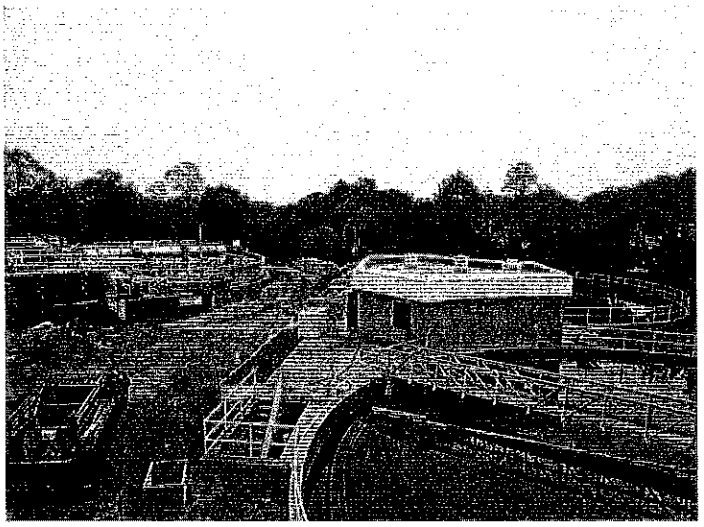
Sewer District No. 21 Wastewater Treatment Plant Improvements Construction Management Services

Gannett Fleming provided construction management services for the Suffolk County Department of Public Works Sewer District No. 21 wastewater treatment plant WWTP improvements. The treatment plant became operational in March 1989 and was designed for an average flow of 2.50 mgd and will be upgraded to 2.80 mgd to accommodate future expansion of SUNY Stony Brook University. As a result of the Long Island Sound initiative, the plant discharge must meet the new York State Department of Environmental Conservation (NYSDEC) SPDES permit limit for effluent total nitrogen of 40 lbs per day by the year 2014.

Improvements to the WWTP include:

- Replace oxidation ditch equipment and provide BNR control system
- New denitrification filter and influent pump station
- New gravity belt thickener
- Replace final clarifier internal components
- Replace gravity thickener internal components
- New odor control system
- New sodium hypochlorite, sodium hydroxide and methanol storage and feed systems
- New RAS/IMLR/WAS Pumping Systems
- New plant-wide supervisory control and data acquisition (SCADA) System
- New emergency generator
- New fire alarm system location
- New HVAC systems and controls
- Removal and disposal of asbestos-containing material.

A carefully planned construction staging schedule was developed and implemented to maintain the WWTP in operation during the construction period.



Client

Suffolk County Department of Public Works

Location

Stony Brook, New York

Completion Date

2015

Construction Cost

$16 million

Project Construction Manager

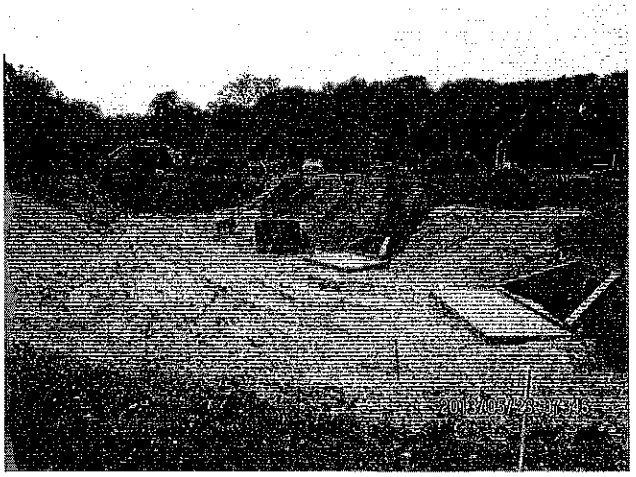
Larry Francino, P.E.

Client Reference

Mr. John Donovan, P.E.
631-852-4184

Construction Management Services:

- Full-time Resident Engineer Services
- Conducted monthly job conferences
- Resolution of change orders and construction issues
- Strategic construction planning for phased-in beneficial use
- Start-up testing and acceptance of new equipment
- Final completion inspections
- Submittals of shop drawings and requests for information tracking
- Coordination with design services during construction
- Coordination with plant management and owner's engineering and municipal staff.

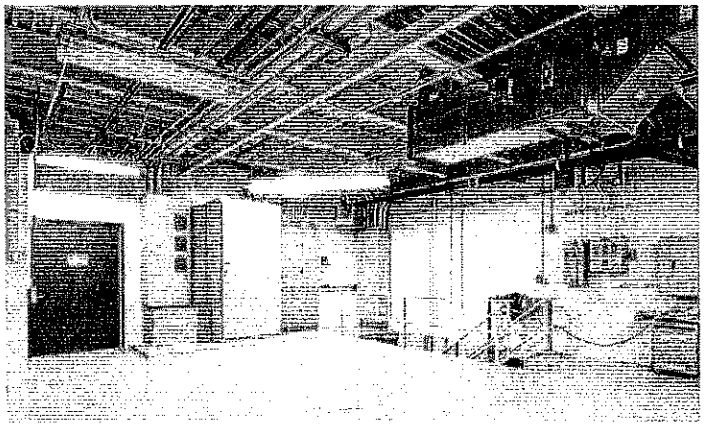


Gannett Fleming

Excellence Delivered As Promised

Sewer District No. 21 Effluent Pump Station Improvements Construction Management Services

Gannett Fleming provided construction management services for the Suffolk County Department of Public Works Sewer District No. 21 Effluent Pump Station improvements. The pump station has a capacity of 6.5 mgd and pumps final effluent from the wastewater treatment plant to Port Jefferson Harbor. The pump station consists of two main sewage pumps, one small jockey pump, a two chamber wet well interconnected by a sluice gate and dry well. The pumps are dry pit submersible pumps with variable frequency drives.



Improvements to the pump station include:

- New 450 kw natural gas fired standby generator with roof-mounted catalytic converter and silencer
- New electrical distribution system for normal and standby power
- New electrical panelboards
- New fire alarm system
- New HVAC systems and controls
- New doors and exterior brick facade repairs
- New roof system with safety railing
- Removal and disposal of asbestos containing material.

A carefully planned construction staging schedule was developed and implemented to maintain the pump station in operation during the construction period.

Client

Suffolk County Department of Public Works

Location

Stony Brook, New York

Completion Date

2011

Construction Cost

$1.3 million

Project Construction Manager

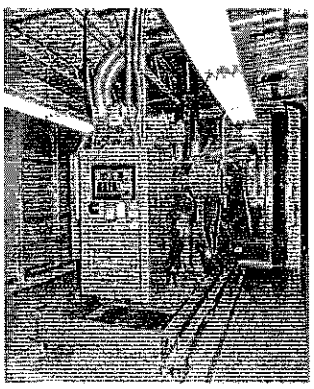
Paul Belard, P.E.

Client Reference

Mr. John Donovan, P.E.
631-852-4184

Construction Management Services:

- Full-time Resident Engineer Services
- Conducted monthly job conferences



- Resolution of change orders and construction issues
- Strategic construction planning for phased-in beneficial use
- Start-up testing and acceptance of new equipment
- Final completion inspections
- Submittals of shop drawings and requests for information tracking
- Coordination with design services during construction
- Coordination with plant management and owner's engineering and municipal staff.

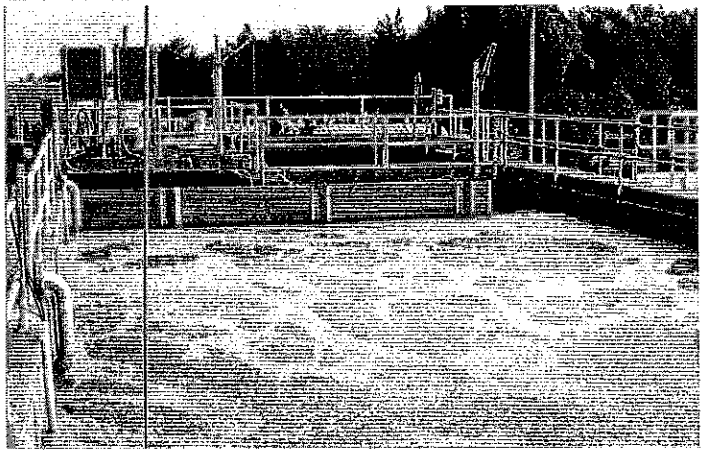
Gannett Fleming

Excellence Delivered As Promised

Northport Wastewater Treatment Plant Phase I Upgrades

Gannett Fleming provided design and construction management services for the Phase I improvement upgrades at the Northport Wastewater Treatment Plant. Designated as a National Estuary, Long Island Sound is home to an extensive array of plants and animals, and it serves as a major source of recreation and fisheries. A detailed construction staging plan was implemented to minimize any impacts in water quality in the Sound.

Gannett Fleming utilizes a practical, cost-effective maintenance of plant operations (MOPO) approach, and a true partnership among owner and contractor. This approach maintained the water quality of Northport Harbor and Long Island Sound.



Client

Village of Northport

Location

Northport, New York

Completion Date

December, 2005

Construction Cost

$4 million

Project Construction Manager

Stephen Hadjiyane, P.E.

Client Reference

Gene Guido
516-261-7502

Upgrade Features

- Utilized Modified Ludzack-Ettinger (MLE) process
- Incorporated new ultraviolet disinfection system
- Involved detailed construction staging plan to meet permit limits during construction
- Seamlessly incorporated upgrades into existing treatment system
- Maximized nitrogen removal capacity of existing plant
- Required minimal operator training

Awards

- Gold Award, 2007, American Council of Engineering Companies of New York

Key Benefits

- No disruption to plant operation
- Allowed plant to operate at design limit and fully comply with permit limits throughout construction
- Satisfied current, and possibly future, discharge requirements
- Allowed Northport Harbor to keep its public beaches open

Gannett Fleming

Excellence Delivered As Promised

Grass Island Wastewater Treatment Plant Process Pumps and Controls Upgrades

Gannett Fleming is providing engineering design services and construction management services for improvements to the Grass Island Wastewater Treatment Plant. The plant is designed for an average flow of 12.5 mgd and a peak flow of 31 mgd. Our firm is providing the design and construction management services for return activated sludge (RAS), waste activated sludge (WAS), and final effluent (FE) pumps, as well as associated control systems upgrades.

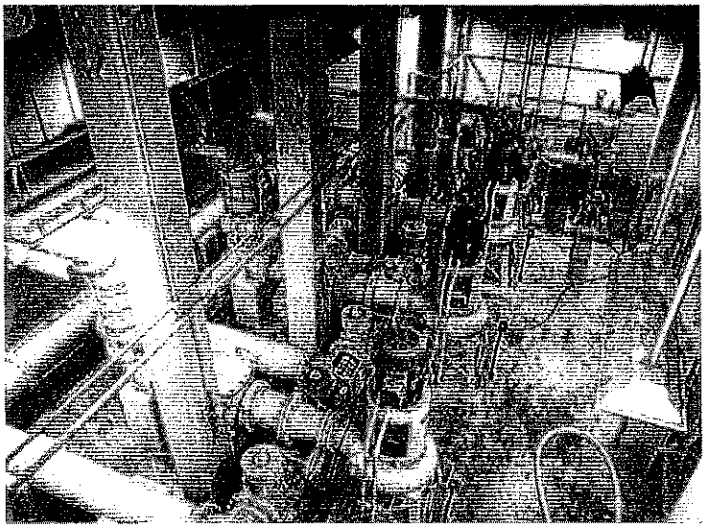
Services Provided

- RAS, WAS, and FE pumps and motors evaluations
- Suction and discharge piping and valves evaluations
- Pumping capacity and operating conditions reviews to confirm pump sizing adequately meets current and future plant requirements
- Electrical/instrumentation designs to integrate new pump controls with the existing Invensys/Foxboro supervisory control and data acquisition (SCADA) system
- Maintenance of plant operations (MOPO) development (for use during construction)
- Construction bid documents preparation
- Construction management
- Resident engineering services.

Project Features

This project includes providing resident engineering; shop drawing review, technical office support and requests for information, special inspection, progress meeting attendance, operations and maintenance manual updates, and record drawings. The project included the following unique features:

- A detailed construction staging plan to maintain operation of critical equipment with temporary electrical drives and controls.
- Resident engineers are MOPO specialists to oversee operation of temporary equipment required to be installed and operated by the contractor.



Client

Town of Greenwich

Location

Greenwich, Connecticut

Completion Date

Ongoing

Construction Cost

$3.2 million

Project Construction Manager

Fotios Papamichael, P.E., BCEE

Client Reference

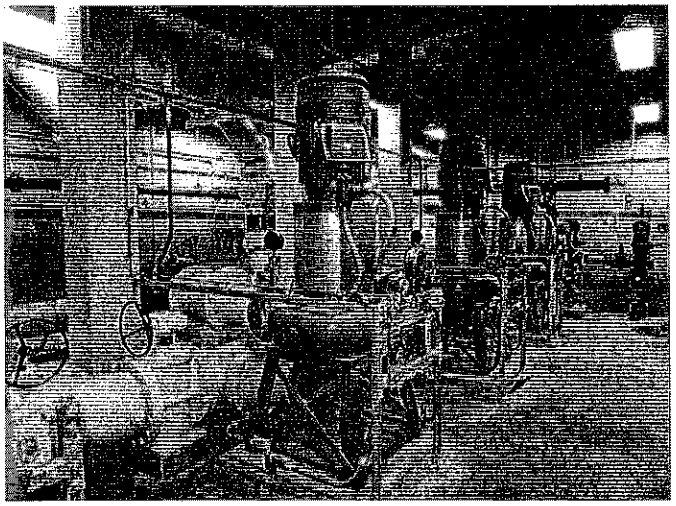
Mr. Dwayne Lockwood
Phone Number: 203-822-0963

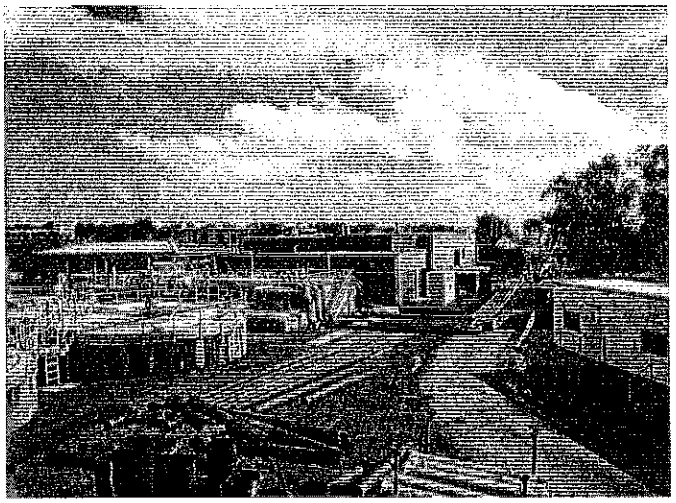
- Coordinate temporary bypass pumping system of plant flow during critical replacement of equipment.

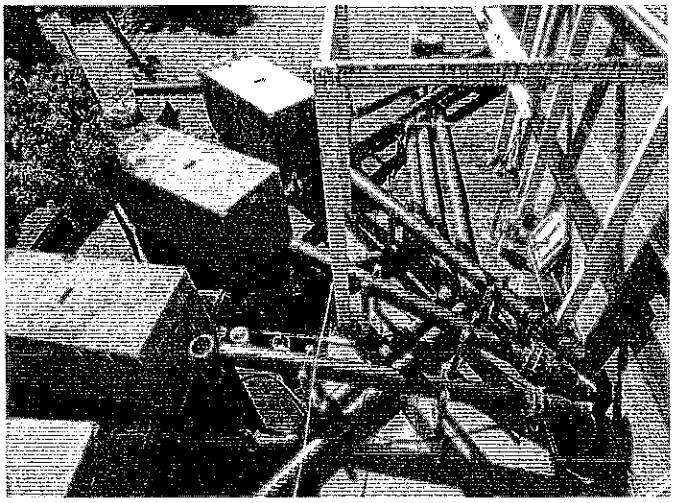
Plant Improvements

- New RAS, WAS, and FE pumps and motors
- New variable frequency drives and pump control panels

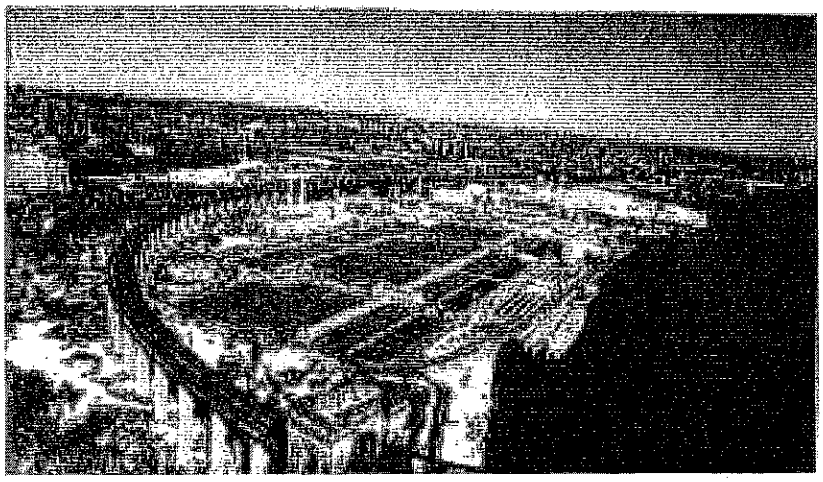
- Motor control center and distribution panel replacement (to accommodate new pumps and controllers)
- New pump controls integrated with existing Invensys/Foxboro SCADA system
- New graphic displays incorporated into the existing Foxboro system
- New RAS/WAS magnetic flow meters and transmitters.







Wards Island WWTP Boiler Upgrade



Project Highlights

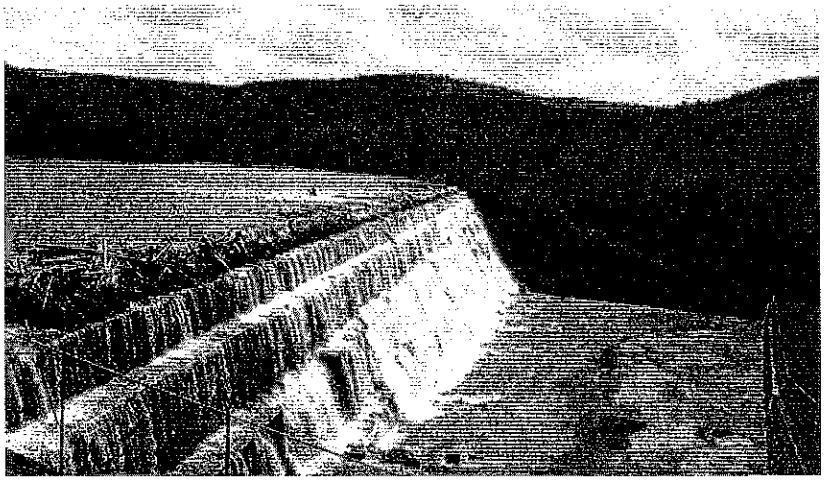
- Client – NYCDEP/ Kordun Construction
- Health & Safety Plan
- On-Site Safety
- Site Auidts
- Air Monitoring

Site Safety Solutions provided Environmental Professional (CIH) services for the project. Including the development of the site-specific health and safety plan, conducting weekly audits, developing job hazard analyses, and remaining on-call to respond to safety questions and concerns as the project progressed.

Site Safety Solutions also provided on-site safety services for Kordun Construction Corporation including a full-time on-site Site Safety Representative to oversee the implementation of the site-specific health and safety plan, conduct air monitoring as necessary, provide training and conduct daily inspections.

Contact:
Albert Mancusi
Kordun Construction
646-372-1043

Gilboa Dam



- Client – NYCDEP/HAKS
- Project Cost - $500 million
- Health & Safety Plan
- Training Program
- EHS Compliance Program

GILBOA DAM RECONSTRUCTION

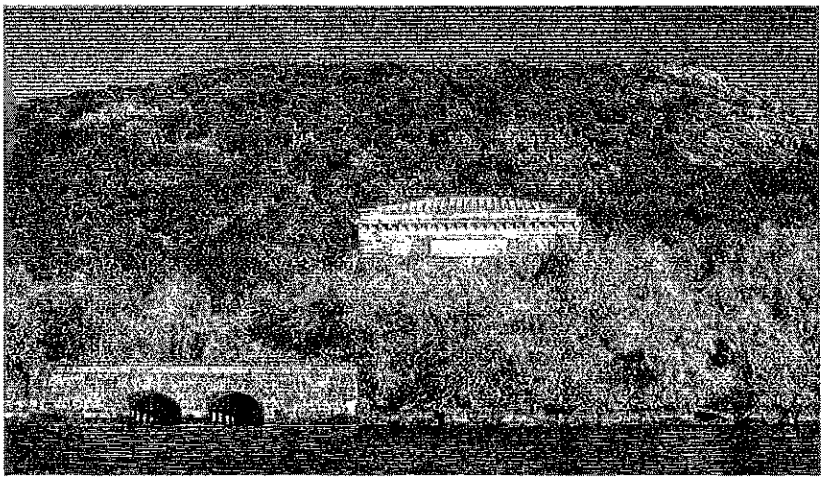
The project scope of work under this contract included: demolition of crest, spillway face, plunge pool and end sill demolition, establishment of erosion and sediment controls including but not limited to check dams and silt fence, placement of gallery slab and drilling foundation drains, drilling and grouting side channel and spillway face anchor bars, placement of mass concrete and installation of under drain system, installation of sheet piling along State Route 990V and installation of cofferdam/causeway upstream around upstream training wall.

Acting as the Health & Safety Professional/Certified Industrial Hygienist for the Construction Management team, Ms. Birnbaum oversaw safety and environmental compliance during the dam reconstruction which included:

- Preparation of the site-specific health and safety plan and associated job hazard analyses (JHAs) addressing hazards and control measures related to dam demolition, fall hazards into the reservoir, diving, barge work, traffic control, dust control, confined space entry, steep slope slide stabilization operating heavy equipment on steep slopes and control of contamination into the water.
- Participation in the development of the CM EHS Management Plan
- Development of CM (environmental health and safety (EHS) training program

Contact:
John Schweppenheiser, Jr., P.E.
HAKS
607.588.6456

Catskill Aqueduct Inspections



Project Highlight

- Client – NYCDEP/ Hazen & Sawyer P.C., Jenny Engineering Corporation
- Safe Work Plan
- Confined Space
- Emergency Response & Evacuation Plan

SAFE WORK PLANS

Site Safety Solutions developed the Safe Work Plans (SWPs) for inspections of both the Upper Catskill Aqueduct (Bonticou Grade Tunnel) and Lower Catskill Aqueduct (from Hillview Reservoir to Eastview Reservoir). The SWP provided safe work procedures for activities conducted by inspection personnel including identification and coordination of on-site emergency rescue personnel, rescue and safety equipment required on-site, confined space entry procedures, travelling through the tunnel/aqueduct, falls into aqueduct by personnel remaining on surface, contamination of water system, engulfment by water/drowning and lockout/tag-out of the water supply, collapse of structure, ventilation, poor lighting conditions, communication between ground personnel and inspection crews, travelling on slippery road surfaces/driving during poor road conditions, and weight limits on aqueduct surfaces. Biological hazards such as ticks, insects, snakes and poisonous plants were also covered.

Contact:
Kristi Latimer, P.E.
Jenny Engineering Corporation
973.379.6699 ext. 107

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, Stephen Hadjiyane, 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 6 day of March 2017

Notary Public

MIRA M TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified in Nassau County
My Commission Expires 12/27/17

Name of submitting business: Gannett Fleming Engineers, PC

By: Stephen Hadjiyane
Print name

Signature

President
Title

3/6/17
Date

Rev. 3-2016

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers, PC

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 52-2151596

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corporation Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached list of Officers and Directors

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

James R. Laurita, [redacted]

John W. Kovacs, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Gannett Fleming, Inc. and Gannett Fleming Engineers and Architects, PC are both affiliated with Gannett Fleming Engineers, PC. No employees from Gannett Fleming, Inc. will perform work on this contract. Employees from Gannett Fleming Engineers and Architects, PC will take part in the performance of this contract. Please see the attached Vendor Disclosure Form for Gannett Fleming Engineers and Architects, PC.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

(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):

Please see the answer to 7a.

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: 3/6/17

Signed: _____

Print Name: Stephen Hadjiyane

Title: President

Gannett Fleming Engineers, P.C.

* Laurita, James R. - Chairman
Address: [redacted]

* Hadjiyane, Stephen – President and Treasurer
Address: [redacted]

* Kovacs, John W - Senior Vice President and Secretary
Address: [redacted]

Augustin, Lars- Vice President and Assistant Secretary
Address: [redacted]

Bartoldus, Doreen M - Vice President
Address: [redacted]

Hair, Glen L - Vice President
Address: [redacted]

Inyard, Frederick H - Vice President
Address: [redacted]

Schweiger, Paul G - Vice President
Address: [redacted]

* = Director

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers and Architects, PC

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 23-2935505

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corporation ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached list of Officers and Directors.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

James R. Laurita, [redacted]

John W. Kovacs, [redacted]

Harry T. Osborne, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc. and Gannett Fleming Engineers, PC.

Gannett Fleming, Inc. will not take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

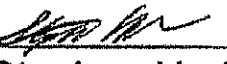
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Please see the answer to 7a.

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: 3/6/17

Signed: 

Print Name: Stephen Hadjiyane

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.

Gannett Fleming Engineers and Architects, P.C.
Officers & Directors

	Name	Title	Home Address	City	State	Zip Code
*	Laurita, James R	Chariman and President	[redacted]	[redacted]	[redacted]	[redacted]
*	Hair, Glen L	Secretary & Sr. Vice President	[redacted]	[redacted]	[redacted]	[redacted]
*	Kovacs, John W	Sr. Vice President	[redacted]	[redacted]	[redacted]	[redacted]
*	Osborne, Harry T	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
*	Rikk, Joseph Jr	Treasurer & Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Barrett, Warren Alll -	Senior Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Hoffman, Arthur G Jr.	Assistant Secretary & Sr. Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Beauduy, Charles H	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Daley, Thomas P	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Gerlach, Stephen B	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Hadjiyane, Stephen	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Hawtof, Steven I	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Holderbaum, Rodney E	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Inyard, Frederick H	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Kardos, Brian	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Kenny, John R	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	King, Brian	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Link, George S	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	McNamara, Michael T	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Morosky, Donald G	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Mulqueen, Bryan P	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Papamichael, Fotios	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Purdy, John D	Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Pursel, Thomas B	Assistant Secretary & Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Tulumello, Giuseppe	Assistant Treasurer & Vice President	[redacted]	[redacted]	[redacted]	[redacted]
	Weber, Mitchell M	Vice President	[redacted]	[redacted]	[redacted]	[redacted]

* Director

AMENDMENT NO. 1

AMENDMENT, dated as of _____ ___, 2017 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B120-01M between the County and the Firm, executed on behalf of the County on November 14, 2013, and as extended by extension letter, executed on behalf of the County on September 26, 2016 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Influent Screening Facility Improvements at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 14, 2013, through August 13, 2017 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Fifty-one Thousand Seven Hundred Sixty Four ($1,351,764) dollars (the "Maximum Amount"); and

WHEREAS, the County and the Firm desire to amend the Original Term and extend the Original Term in order to complete the Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 1"), the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ninety Nine Thousand One Hundred Twenty Three ($99,123) dollars, so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the amended agreement shall be One Million Four Hundred Fifty Thousand Eight Hundred Eighty Seven ($1,450,887) dollars (the "Amended Maximum Amount").

2. Term Extension. The Original Term shall be extended by One (1) year so that the Expiration Date as amended by this Amendment ("Amendment No. 1") shall be August 13, 2018 (the "Amended Term"). The Department, in its sole discretion shall have the right to extend this Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 not expressly amended by this Amendment shall remain in full force

and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

GANNETT FLEMING ENGINEERS, P.C.

By: _____

Name: Stephen Hadjipanos

Title: VP President

Date: 3/6/17

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of March in the year 2017 before me personally came Stephen Hadjiyane to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Nassau; that he or ~~she~~ is the President of Gannett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MIRA M. TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified In Nassau County
My Commission Expires 12/27/17

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

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 3, 2017

SUBJECT: Construction Management Services for Bay Park Sewage Treatment Plant
Influent Screening Facility Improvements
Proposed Amendment No. 1 for Additional Services
Gannett Fleming Engineers, P.C.
Agreement No. S3B120-01M

This Department is requesting approval of an amendment to the above subject agreement to adjust the exiting cost ceiling for Construction Management Services for Gannett Fleming Engineers, P.C. (GF) as outlined in the attached February 10, 2017, proposal. The firm of GF was retained for construction management for the Influent Screening Facility Improvements project at the Bay Park Sewage Treatment Plant.

The costs ceiling increase is based upon projected level of effort (man-hours) for actual staff to be utilized through the period May 1, 2017 to July 31, 2017, in the amount of $76,248.00 The original construction completion date was November 24, 2016, and the most recent CPM schedule is now projecting completion by May 19, 2017. Accordingly, GF is projecting additional CM services to the end of July 2017 which allows two (2) months for project closeout.

The new costs ceiling is being determined based upon the following:

Existing Cost Ceiling	$1,351,764
Extra Services	$ 76,248
New 30% Contingency	$ 22,875
New Total Cost Ceiling	$1,450,887

Accordingly, we propose to increase the cost ceiling of existing Agreement No. S3B120-01M by $99,123.00 to $1,450,887.00. In addition to the above, the current contract Term, which was extended by letter dated September 26, 2016, expires on August 13, 2017. By this Amendment, we are requesting that the contract term be extended one (1) year to August 13, 2018. Funding for these services is available from Capital Project No. 3B120.

If you approve or disapprove of the above request, please signify below and return the memo to this office for appropriate action.

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp
Attachment
c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gunn-Mowery
P.O. Box 900
Camp Hill PA 17001-0900

CONTACT NAME: Janice Bolton
PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PA Manufacturers' Assoc Ins Co.	12262
INSURER B: PA Manufacturers Indemnity Co.	41424
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 6695
Gannett Fleming Engineers, PC
100 Crossways Park West
Suite 300
Woodbury NY 11797-2012

COVERAGES CERTIFICATE NUMBER: 760905856 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	30170129073B4A 30170129073B4B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS X COMP. $1,000 [X] COLL. $1,000	Y	Y	15170129073B4	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	20170129073B4A 20170129073B4B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1008-058762-0030001 Construction Management Services for Bay Park Sewage Treatment Plant Influent Screens Facility Improvements.
The following are considered as Additional Insureds for General Liability as per written contract: Nassau County [II-Woodbury]

CERTIFICATE HOLDER

NASSAU COUNTY
1550 FRANKLIN AVENUE
MINEOLA NY 11501

CANCELLATION 90

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Janice E. Bolton

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2016

6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1361922 GANNETT FLEMING ENGINEERS P.C.
100 CROSSWAYS PARK WEST, SUITE 300
WOODBURY NY 11797

COVERAGES **CERTIFICATE NUMBER:** 12514195 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2016	6/1/2017	$10,000,000 PER CLAIM; $10,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1008-058762-0030001 Construction Management Services for Bay Park Sewage Treatment Plant Influent Screens Facility Improvements. [It-Woodbury]

CERTIFICATE HOLDER

12514195
NASSAU COUNTY
1550 FRANKLIN AVENUE
MINEOLA NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Stepehen Hadjiyane
Name and Title of Authorized Representative

m/d/yy

Signature

3/6/17
Date

Gannett Fleming Engineers, P.C.
Name of Organization

100 Crossways Park West, Suite 300 Woodbury, NY 11797
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT AND CONTRACTOR EVALUATION FORM

Contract No.: S3B120-01M Number of Prime Contracts: n/a

Contract Desc: Construction Management Services for Bay Park Influent Screening Facility Improvements

Contract Type: Personal Services Construction Management Contract Amt: $1,450,887.00

Firm's Name: Gannett Fleming Engineers, P.C. Vendor I.D.: 52-2151596

Address: Suite 300, 100 Crossways Park West, Woodbury, NY 11797

Contract Completion Date: Active Contract

Evaluate: [Good (G); Satisfatory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	G	Physical Facilities	n/a
Reliability	G	Technical Ability	G
Accountability	G	Record Keeping	G
Achieving Schedule	G	Cooperation	G
Substitution of Materials	n/a	Supervision	G
Attendance at Meetings	G	Organization	G
Litigation (Y/N)	N	Adequacy of Personnel	G
Compliance with Contract	G	Safety Compliance	G
		Overall Performance	G

Comments (Mandatory for U Ratings)

Rated by: Damon Urso

Title: Sanitary Engineer III

Date: March 7, 2017

Redacted Copy

CFPW130000019

Contract ID#: 33B120-01M

Department: Public Works

E-181-13

CF (Capital)

Contract Details

SERVICE: Construction Management

NIFS ID #: CFPW130000019 NIFS Entry Date: 8/26/13 Term: from commencement to 33 mos later

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **Gannett Fleming Engineers, P.C.**	Vendor ID# **522151596**
Address **100 Crossways Park West Suite 300 Woodbury, N.Y. 11797**	Contact Person **Fotios Papamichael** Phone **516-364-4140**

County Department
Department Contact **Richard Webber**
Address 1194 Prospect Ave Westbury, NY 11590
Phone 571-6811

Routing Slip

DATE Req'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	8/29/13		
	DPW (Capital Only)	CF Capital Fund Approval ☐	9/4/13		
	OMB	NIFS Approval ☐	9/23/13		Yes ☑ No ☐ Not required if Blanket Res
8/29/13	County Attorney	CA RE & Insurance Verification ☑	8/29/13		
	County Attorney	CA Approval as to form ☒	8/29/13		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	8/30/13		
	Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	09/10/2013		
	Comptroller	NIFS Approval ☒	10/23/13	CC 10/18/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	11/4/13		

PRCF1205 (12/05)

Contract ID#: _____ Department: _____

Contract Summary

Description: Construction Management (CM) Services Agreement: Environmental Construction Group
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group for the **Bay Park Influent Screening Facility Improvements project S3B120-01M.**
Method of Procurement: **Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993**
Procurement History: **A Request For Proposal (RFP) was advertised in Newsday and the County website in April, 2013, with technical proposals received on May 24, 2013. Eight (8) firms responded to this RFP. All of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County).**
Description of General Provisions: **This Agreement provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, evaluation of contractor claims, constructability review and other construction related services.**
Impact on Funding / Price Analysis: Funding for the services to be provided under this agreement will come from capital project **3B120.** Gannet Fleming Engineers, P.C., proposed a fee of $1,126,470. This fee was determined to be fair and reasonable. This thirty three (33) month agreement has a **maximum payment limitation of $1,351,764. See below**
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B120
Resp:	000
Object:	0003
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract ☐		XXXXXXX
County		$
Federal		$
State		$
Capital CSW	3B120	$ 1,351,764
Other		$
	TOTAL	$ 1,351,764

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3B120/000/0003	$ 1,351,764
2		$
3	8/29/13	$
4		$
5		$
6		$
	TOTAL	$ 1,351,764

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Richard Webber Date: 8/14/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged:	Name
Name: Michael Cohen	Name:	Date: 10/14/13
Date: 10/25/2013	Date: 10/23/13	E #: (For Office Use Only)

PRCF1205 (12/05)

E181-13

RULES RESOLUTION NO. 258 – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND GANNETT FLEMING ENGINEERS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-13
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers, P.C., to provide construction management services to the department's environmental construction group for the Bay Park Influent Screening Facility Improvements project, 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 Gannett Fleming Engineers, P.C.

RULES RESOLUTION NO. -- 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND GANNETT FLEMING ENGINEERS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers, P.C., to provide construction management services to the department's environmental construction group for the Bay Park Influent Screening Facility Improvements project, 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 Gannett Fleming Engineers, P.C.

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: Gannett Fleming Engineers, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park Drive West
Suite 300
Woodbury, NY 11797

FEDERAL TAX ID #: 522151596

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.

III. This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 2, 2009. 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 evaluation of proposals. Please see the attached Staff Summary and attachments for further details.

IV. (X) Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

(X) **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. [X] This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

8/25/13
Date

<u>NOTE</u>: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ■ RFP ☐ RFBC

Project No: 3B120-01M Project Title: Bay Park Influent Screening Facilities Replacement

Department: Public Works Date: September 12, 2012

Project Manager: Richard A. Webber, Sanitary Engineer IV

Service Requested: An Agreement with a qualified firm to provide Construction Management (CM) Services for the Bay Park Influent Screening Facilities Replacement Project (3B120).

Justification: This Agreement will provide additional staffing to supplement our current CM Staff to ensure that the required Management, Inspection, and Scheduling Services are available during the construction phase of this Project

Estimated Agreement Cost: $1,400,000 (30 month duration) Date RFP Due: October, 2012

Department Head Approval: ☑ YES ☐ NO _____ SIGNATURE

CDCE/Ops Approval: ☐ YES ☐ NO _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from Responding Vendors.

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

CDCE/Ops Approval: YES NO Signature _____

SSG:RM:lmm

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: September 7, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: S3B120-01M

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services: Construction Management (CM) services for the Bay Park Influent Screens Facilities Improvements.

2. The work involves the following: Provide resident engineers, inspectors, schedulers, estimators, office engineers and construction related engineering services for the subject contract which is being managed by the DPW's Construction Management Unit Environmental Construction Group.

3. An estimate of the cost is: $1,400,000

4. An estimate of the duration is: Thirty (30) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:pl
c: Daniel Schor, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James M. Gallagher, Assistant Superintendent of Water Supply
Jonathan Lesman, Management Analyst II

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: July 29, 2013

SUBJECT: Bay Park Influent Screening Facilities Improvements
Selection of Firm for Construction Management Services
Project Number: 3B120-01

This Department intends to procure construction management services, through a personal service agreement, for construction management (CM) services for the Bay Park Influent Screening Facilities Improvement project. Services shall include a full-time resident engineer, inspection, office engineer, critical path method (CPM) scheduling, PLA administration, cost estimating and constructability review.

Requests for Proposals (RFPs) were advertised to provide construction management services for the subject. Proposals from eight (8) firms were received on May 24, 2013. The technical proposals were evaluated by Rakhal Maitra, P.E., Richard P. Millet, Kenneth G. Arnold, P.E., Richard A. Webber, P.E., and James Gallagher, with the results of the technical ratings, as well as the proposed costs, as follows:

Firms Name	Rank	Rating	Proposed Cost	Adjusted Cost w/contingency
Gannett Fleming	1	93.2	$1,126,470	$1,351,764
D&B	2	89.8	$1,673,000	$2,007,600
LiRo	3	88.6	$1,158,931	$1,390,717
LKB	4	86.6	$1,494,016	$1,792,819
deBruin	5	81.4	$1,452,214	$1,742,657
HAKS	6	78.2	$1,369,230	$1,643,076
Primer	7	61.2	$1,554,367	$1,865,240
Lee Michaels *non-responsive*	8	*	*	*

The costs above, with contingencies added, represent the final cost to perform the work associated with our RFP. As Gannett Fleming was the highest rank firm but not the lowest cost, we negotiated and asked them for their best possible cost.

Re: Bay Park Influent Screening Facilities Improvements
Selection of Firm for Construction Management Services
Project Number: 3B120-01

The firm lowered their cost from $1,491,421.00 to $1,351,764.00 resulting in the lowest cost overall. Gannett Fleming submitted an outstanding RFP which indicated a firm knowledge of the intricacies of a project of this size at a sewage treatment plant.

In our professional judgment, we contend that Gannett Fleming's proposal is the best value to Nassau County being the highest ranked technically and second lowest cost. Therefore, we recommend proceeding with a Personal Service Agreement with Gannett Fleming for $1,351,764.00 to provide Construction Management Services for the Bay Park Influent Screening Facility Improvements project.

The funding for these professional services is available under Capital Project 3B120.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Shila Shah-Gavnoudias
Commissioner

SSG:RM:lal
c: Rakhal Maitra, Deputy Commissioner
Richard P. Millet, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Waste Water Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst II

APPROVED:

8/8/13
Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Gannett Fleming Engineers, P.C.

   Address: 100 Crossways Park West, Suite 300

   City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 52-215-1596

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. P.C. Other (specify)

4. List names and address 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 sheet (s) if necessary)

   See Attached Sheet

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   Gannett Fleming, Inc, (See Separate Disclosure)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

   Dated: 8/23/13

   Signed: [signature]

   Print Name: Fotios Papamichael, P.E. BCEE

   Title: President

Gannett Fleming Engineers, P.C.
Officers and Directors as of 06/23/2011

* James R. Laurita, Chairman

[redacted]

* Fotios Papamichael, President and Treasurer

[redacted]

* Chester L. Allen, Assistant Secretary

[redacted]

Robert E. Adamski, Vice President

[redacted]

Stephen Hadjiyane, Vice President and Secretary

[redacted]

Frederick H. Inyard, Vice President

[redacted]

Gary A. Rozmus, Vice President and Assistant Secretary

[redacted]

Vincent J. Frisina, Vice President

[redacted]

Jeffrey G. Butler, Vice President

[redacted]

* Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Gannett Fleming, Inc. (Affiliated Company)

   Address: 207 Senate Avenue

   City and State: Camp Hill, PA Zip Code 17011

2. Firm's Vendor Identification Number: 25-161-3591

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. INC. Other (specify)

4. List names and address 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 sheet (s) if necessary)

   See Attached Sheet

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 8/23/13

Signed: _____

Print Name: Fotios Papamichael, P.E. BCEE

Title: Vice President

Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affiliates, Inc. Stockholders and GF Inc Senior Associates

Allen, Chester L
Allis, William W
Augustin, Lars
Averso, Martha J
Ayyaswami, Arul
Bailey, Christopher S
Barrett, Warren A
Beauduy, Charles H
Botchie, Joseph G
Brenize, Brett A
Buchheit, John A
Butler, Jeffrey G
Campanella, George R
Cejas, Carlos M
Cook, John W
Cross, Richard
Derr, John A
Derr, Mary Anne S
Dougherty, John V
Downs, Terry L
Dreese, Trent L
Durkee, Dean B
Dziedzlak, James M
Gerlach, Stephen B
Gibbons, Susan F
Glatfelter, Dale R
Gonez, Daniel J
Gonzalez, Naldo
Guttman, Kenneth T
Hadjiyane, Stephen
Hair, Glen L
Hamlet, David A
Hansen, David P
Hart, Daniel C
Hawtof, Steven I
Herbert, Paul R
Hoffmann, Arthur G
Holderbaum, Rodney E
Hricak, Judy L
Hughes, R Scott
Jager, Ronald A
Johnson, Darryl H
Johnson, Mark D
Kauffman, Sheldon S
Kemper, Richard C
Kenny, John R
Keno, Aaron D
Kessler, Jon H
Kline, Robert A

[redacted]

Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affiliates, Inc. Stockholders and GF Inc Senior Associates

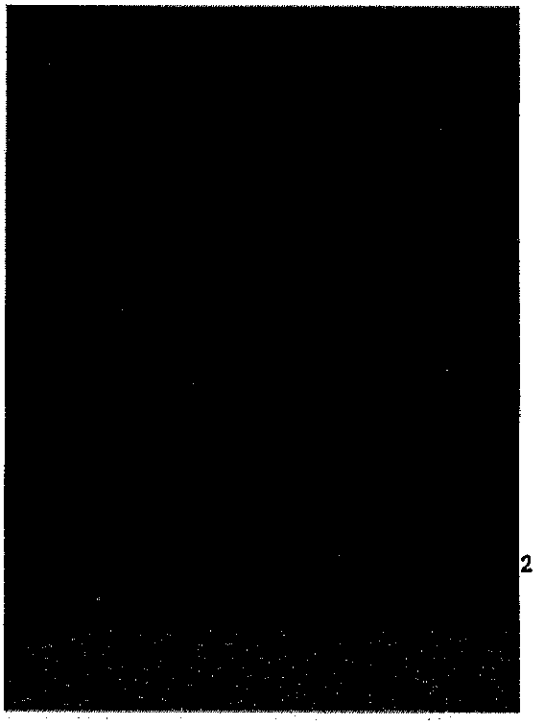
Knepp, Lynn E
Knight, Michael A
Koontz, Gene C
Kovacs, John W
Kozel, David M
Krebs, Christopher D
Kugle, Dennis F
Laurita, James R
Lech, John J
Leech, Thomas G
Leins, Ronald N
Lewis, Paul J
MacAllister, Michael A
Matthews, Robert B
McGinnis, Esther M
McLemore, Barbara R
McNamara, Michael T
Metil, Mark
Mitakovic, Gregory
Morgan, Michael A
Morosky, Donald G
Mostoller, Derek J
Mouradian, Ara G
Mullins, Keith R
Mulqueen, Bryan P
Norrish, Charles R
Nowicki, Paul D
Osborne, Harry T
Papamichael, Fotios
Pietropola, Anthony J
Pilwallis, Mark M
Plumpton, William M
Pollack, Jonathan
Purdy, John D
Pursel, Thomas B
Raffensperger, Jeffrey L
Rebele, Leo M
Rhine, Scott N
Rikk, Joseph
Ross, Mary C
Salhotra, Atul M
Samean, John F
Savidge, Roderick A
Scaer, Robert M
Schlemer, Matthew J
Schreier, Ronald D
Schweiger, Paul G
Shadan, Kambiz F
Shantz, Terry A

[redacted]

Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affillates, Inc. Stockholders and GF Inc Senior Associates

Sibley, Scott W
Spanos, John J
Stanley, Robert M
Stout, William M
Sung, Myung-Hak
Switala, Kevin J
Taylor, Robert J
Thomas, David B
Ulrich, Robert J
Updegraff, Karl F
Veydt, D Eric
Weiss, David W
Welch, Patrick J
Wesdock, Brendan J
Whitson, Cyrille R
Wilson, David B
Wilson, David H
Woyden, Edward L
Yen, Chen-Yu
Zeevaart, Scott W
Zieber, Scott F
Zink, Thomas G



2

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York 11797 (the "Firm" or "Contractor").

WITNESSETH:

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

WHEREAS, the Firm 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.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the thirty third (33rd) month anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement shall be for construction management services for Bay Park Sewage Treatment Plant Influent Screens Facility Improvements and shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department. The Firm agrees to perform any such Extra Services in accordance with the

terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, and (ii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and/or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County..

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specifications, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a part hereof as Exhibit "B" and Section 2(c) of this Agreement. Notwithstanding the foregoing, the maximum amount to be paid for the Firm's services under this Agreement, including any Extra Services and reimbursements that may so be authorized, shall not exceed One Million Three Hundred Fifty One Thousand Seven Hundred Sixty four ($1,351,764) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register

copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (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 Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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 Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm 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 Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement

shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm 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 Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm 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 Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm 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 Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability

insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written

Agreement of the County and the Firm, 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm 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 Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm 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 Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm 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 Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing

to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm'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 Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

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

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

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed

inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of

partners or joint ventures associated for the purposes of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

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

GANNETT FLEMING ENGINEERS, P.C.

By: Fotios Papamichael

Name: Fotios Papamichael

Title: President

Date: August 23, 2013

NASSAU COUNTY

By:

Name: Richard E. Walker

Title: County Executive
□ Deputy County Executive

Date: 11/14/13

PLEASE EXECUTE IN BLUE INK

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

On the 23 day of August in the year 2013 before me personally came Fotios Papamichael to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; that he ~~or she~~ is the President of Gannett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MIRA M. TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified In Nassau County
My Commission Expires 12/24/13

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

On the 14 day of November in the year 2013 before me personally came Richard R. Walker, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6013026
Qualified In Nassau County
Commission Expires April 02, 2016

Exhibit "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in it's entirety by the County. The construction phase is scheduled for 30 months. The Construction Manager ("CM") should include one (1) month of pre-construction duties and two (2) months of post-construction duties in their proposal.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). Therefore, the CM is required to perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method (CPM) and Primavera P3 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring accuracy and completeness of the CPM Schedule, to review Baseline and updates, analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule, The CM is responsible for detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review, in a timely manner as per contract specifications. Subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC.

Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

Information Management System - Implement an information management system to track and update the status of all pertinent project information, including CM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, change orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer for review and approval; within 48 hours of

receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments.

Meetings – Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report - Report on all critical and important issues, which require the attention of the County
D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department of its adequacy.

Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and

submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders.

Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction.

Field Office - The CM will be provided space at the Bay Park Sewage Treatment Plant for use as temporary offices, during the construction phase. This will either be on the 2nd floor of the Administration Building and/or in field trailers located on site. All CM's office equipment and supplies, including, but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's Fee. Telephone service and up to 2 lines and telephones will be provided to the CM for exclusive use on this project, by the County.

Construction and Pre and Post-Construction Phase Services

Constructability review --As soon as the CM agreement is executed, the CM is to perform a full constructability review of the contract documents to, at the very least, identify inconsistencies between spec sections/disciplines, as well as identify inconsistencies between plans and specs for the purpose of reducing change orders. Depending upon the timing of awarding this CM contract as it relates to bidding the actual contract, the plans and specifications may have already been bid and/or the construction contract awarded. Nonetheless, a constructability review is to be performed.

Contract Closeout - Conduct final inspections with Design Engineer and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer for interpretation. Confer with the Design Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute,

whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

Exhibit "B"

PAYMENT SCHEDULE

Payment to the FIRM for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

The amount to be paid to the FIRM as full consideration for the FIRM's services under this Agreement, including any Extra Services and reimbursements that may be so authorized, shall not exceed One Million Three Hundred Fifty One Thousand Seven Hundred Sixty Four dollars ($1,351,764)

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two five (2.25).

Subcontractors engaged by the FIRM shall be compensated on the same basis as provided herein for employees of the FIRM. The FIRM shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The FIRM shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The FIRM shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The FIRM may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the stralght hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable hourly rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00).

Gannett Fleming

GANNETT FLEMING ENGINEERS, P.C.
100 Crossways Park West
Suite 300
Woodbury, NY 11797

Office: (516) 364-4140
Fax: (516) 921-1565
Internet:www.gannettfleming.com

Maximum Hourly Wage Rates

Maximum hourly wage rates by job classification are:

Job Classification	*Max Wage Rate/hr*
Construction Manager	$ 105.00
Resident Engineer	$ 72.00
Office Engineer	$ 43.00
Project Controls/Scheduler	$ 71.00
Civil Mechanical Inspector	$ 49.00
Electrical/I&C Inspection	$ 49.00
Cost Engineer	$ 62.00
Health and Safety CSP	$ 80.00
Health and Safety Field	$ 45.00

Sincerely,

GANNETT FLEMING ENGINEERS, P.C.

FOTIOS PAPAMICHAEL, P.E., BCEE
President

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

must submit Documentation.

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

(j) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' 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.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase

order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

h. The conditions of performance expected of Subcontractors by the County Contractor must also be

included with the Best Effort Documentation

l. 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Fotios Papamichael (Name)

   100 Crossways Park West, Ste.300 Woodbury, NY 11797 (Address)

   516-364-4140 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has__x__has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has__x____ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

   _____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/23/13
Dated

Signature of Chief Executive Officer

Fotios Papamichael
Name of Chief Executive Officer

Sworn to before me this

23rd day of August, 2013.

Notary Public

MIRA M TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified in Nassau County
My Commission Expires 12/27/13

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

September 26, 2016

Stephen Hadjiyane, Vice President
Gannett Fleming Engineers, P.C.
100 Crossways Park Drive West, Suite 300
Woodbury, New York 11797

Re: Bay Park Sewage Treatment Plant
Improvements to the Influent Screening Facility
Construction Management Services
Agreement No.S3B120-01M
Extension of Time Request

Dear Mr. Hadjiyane:

We are in receipt of your attached letter dated August 17, 2016 requesting a one (1) year time extension for the above referenced contract. The term of the subject agreement was thirty-three (33) months commencing on November 14, 2013 and terminating on August 13, 2016. By mutual agreement both Nassau County and Gannett Fleming Engineers, P.C., agree to extend the agreement for one (1) year to August 13, 2017. You are hereby advised that an extension of time for construction management services is granted to **August 13, 2017**. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Damon Urso of this office at 571-7534.

Very truly yours,

Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:KGA:JLD:rp
Attachment
c: Shila Shah-Gavnoudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon Urso, Sanitary Engineer III
Doreen Bartoldus, Gannett Fleming Engineers
Kathleen Voskerijian, Comptroller's Office

E-132-17

Staff Summary

Subject RULES RESOLUTION to authorize the County and the Office of Management & Budget to proceed with Tasks II-IV of CQBU16000005
Department Office of Management & Budget
Department Head Name Roseann D'Alleva
Department Head Signature MBO'Brien for Roseann D'Alleva
Date May 10, 2017

Internal Approvals			
Date & Init.	Approval	**Date & Init.**	Approval
5/11/17	County Executive or Deputy		Director of Legislative Affairs
	Budget	5/15/17	Counsel to County Executive

Narrative: To authorize the County to proceed with KPMG LLP on Tasks II, III, and IV, of County contract number CQBU16000005 (the "Agreement"). Rules Resolution Number 349-2016 authorized the County Executive to execute the Agreement, and proceed with KPMG LLP for the services designated in the Agreement as Task I, provided that, additional authorization from the Rules Committee would be required to proceed with KPMG LLP on Tasks II-IV. The County now desires to proceed with KPMG LLP on Tasks II-IV and is seeking such additional authorization from the Rules Committee.

Purpose: This Rules Resolution is to authorize the County to proceed with the services designated as Tasks II-IV in the Agreement.

Discussion/Procedure: Services under the Agreement include, but are not limited to, those outlined in section 2, "Services," of the Agreement. Appendix A of the Agreement contains a list of Tasks I-IV, which are based on discrete milestones. KPMG LLP will be paid based on the successful completion of these Tasks/milestones.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction ("RFQ").
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority ("NIFA") to discuss the RFQ, the objectives for the RFQ, and confirm Contractor's role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2017 MAY 23 PM 2:38

input and information for the preparation of the final RFQ.
- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.
- Attend respondent interviews.
- Market the transaction as necessary.

Impact on funding: KPMG LLP will be paid a flat fee upon completion of each Task for Tasks II through IV in accordance with Appendix A of the agreement, as follows:

Task II fee - $207,585
Task III fee - $118,620
Task IV fee - $363,438

Recommendation: Approve as submitted.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005

WHEREAS, on December 29, 2016, the County entered into a personal services agreement with KPMG LLP, County contract number CQBU16000005 ("the Agreement"), to provide financial advisory services to the County in connection with a potential public-private partnership transaction, a copy of which is on file with the Clerk of the Legislature;

WHEREAS, pursuant to Rules Resolution Number 349-2016, the Rules Committee of the Nassau County Legislature authorized the County Executive to execute the Agreement, provided however, that such authorization was limited to authorization to proceed with the services designated as Task I in the Agreement;

WHEREAS, additional authorization from the Rules Committee of the Nassau County Legislature is required in order for the County to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the Agreement;

WHEREAS, the County desires to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the agreement; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the Agreement.

E-207-16

Contract ID# CQBU16000005

Department: OMB

Contract Details

SERVICE: financial advisor

NIFS ID #: CQBU16000005 NIFS Entry Date: 8/30/2016 Term: 2 years

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

Agency Information

Vendor	
Name KPMG LLP	Vendor ID# 13-5565207 - 08
Address 345 Park Avenue New York, NY 10154	Contact Person Tom Mulvihill
	Phone 212-954-3090

County Department
Department Contact Steven Conkling
Address 1 West Street Mineola, NY 11501
Phone 516 571 3023

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	8/30/16		
	OMB	*NIFS Approval (Contractor Registered)* ☑	8/31/16		Yes☐ No☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☑	8/31/16		
	County Attorney	*CA Approval as to form* ☑	8/31/16		Yes☑ No☐
9/6/16	Legislative Affairs	*Fw'd Original Contract to CA* ☐	9/6/16		
	County Attorney	*NIFS Approval* ☑	9/6/16		
	Comptroller	*NIFS Approval* ☑	9/8/16	so ordered	
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐ ☐	9/9/16		

2016 SEP -9 P 4:01

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (1/06)

Contract ID# CQBU16000005

Department: OMB

Contract Summary

Description:
The Contractor will provide the County and the Office of Management & Budget ("OMB") with financial advisory services in connection with a potential public-private partnership transaction involving the County's sewer system (the "System").

Purpose:
The County is exploring the possibility of a potential public-private partnership transaction involving the System (the "Transaction or "P3 Transaction"), which Transaction may consist of the concession, lease, or other similar arrangement. This resolution authorizes the County Executive to execute an Agreement between the County and KPMG LLP for financial advisory services (the "Agreement")

Method of Procurement:
Request for Proposals

Procurement History:
On May 17, 2016 the County issued a Request for Proposals ("RFP") for investment banking and/or financial advisory services in connection with a potential transaction involving the System. Proposals were due on June 8, 2016. The RFP was published in Newsday and the Bond Buyer, and posted on the County's website and the New York State Contract Reporter website. Proposals were received from the following firms: BMO Capital Markets; Ernst & Young Infrastructure Advisors, LLC; Goldman Sachs & Co.; JP Morgan Securities LLC; KPMG LLP; Loop Capital Financial Consulting Services, LLC; NW Financial Group, LLC; Public Financial Management, Inc.; and Ramirez & Co. Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of members from the Office of Management & Budget, the Department of Public Works, and the County Attorney's office. Each Committee member scored each of the proposals based on the evaluation criteria in the RFP. The Committee recommended the firm with the highest average score. However, the County ended contract negotiations with the recommended firm after the parties could not come to agreement on some critical terms in the contract. The County then entered into negotiations with the firm that received the second highest score from the Committee (there was a difference of only 0.1 in the scores of the top two firms).

Description of General Provisions:
Services to be provided include, but are not limited to:

(i) Providing strategic advisory services, which shall include but not be limited to:
- a. Gathering financial and operational data related to the System;
- b. Performing a transaction structure analysis;
- c. Conducting market soundings with private sector participants;
- d. Performing a preliminary valuation analysis;
- e. Assisting with the development of a communications plan;
- f. Assisting with the development of a procurement strategy;
- g. Delivering a summary of the market soundings, a summary of outputs of the financial model demonstrating various option valuations based on the selected delivery structures, and a draft information memorandum;
- h. Preparing marketing and related documents;
- i. Preparing and developing, in collaboration with the County's legal counsel, a request for qualifications ("RFQ");
- j. Advising the County, in writing, on the valuation of the System, including but not limited to, the evaluation criteria and methodology used by the Contractor;
- k. Delivery of the anticipated transaction value, which shall be mutually agreed upon by the County and the Contractor;
- l. Planning and facilitating marketing of the Transaction; and
- m. Delivering a summary and assisting with the evaluation of the responses to the RFQ.

(ii) Coordinating with the County's bond counsel regarding debt defeasance and other matters; and

(iii) Hosting and managing the online data room for the P3 Transaction

Appendix A of the Agreement contains a list of Tasks (Tasks I-IV) based on discreet milestones. The Contractor will be paid based on the successful completion of these Tasks/milestones (as described below), but will be required to perform all of the services listed above in (i) and (ii).

Impact on Funding / Price Analysis:
The Contractor will be paid as follows:

(i) a flat fee per Task upon completion of Tasks I through IV in accordance with Appendix A of the Agreement as follows:
- Task I Fee - $197,925.00
- Task II Fee - $207,585.00
- Task III Fee - $118,620.00
- Task IV Fee - $363,438.00

The County is entering into the Agreement with the Contractor for the Services, including Tasks I through IV, in accordance with the terms

and conditions of the Request for Proposals for P3 Transaction Facilitator Services for the Nassau County Sewer System dated May 17, 2016, as amended (the "RFP"). To the extent the County requires the financial advisory services set forth in Tasks V through VII, attached to the Agreement as Appendix A-1 (the "Future Services"), the County may, but is under no obligation to award a contract for such services to the Contractor in accordance with the terms and conditions of the RFP. The fees paid to the Contractor for Future Services, if a contract is awarded for such services, shall be those submitted in response to the RFP unless more favorable terms are negotiated by the County.
Change in Contract from Prior Procurement: NA
Recommendation: (approve as submitted) Approve as submitted

Contract ID# CQBU16000005

Department: OMB

Advisement Information

BUDGET CODES	
Fund:	SSW
Control:	50
Resp:	6000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	~~$405,510~~ 197,125
Federal	$
State	$
Capital	$
Other Grant	$
TOTAL	~~$405,510~~ 197,125

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW6000 /DE500	~~$405,510~~ 197,125
2		$
3		$
4		$
5		$
6		$
	TOTAL	~~$405,510~~ 197,125

Document Prepared By: Roseann D'Alleva **Date:** 8/30/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 9/2/16
Date 12/13/16	Date 12/12/16	*(For Office Use Only)* E #:

Amendment in the Nature of a Substitution for Clerk Item E-207-16

This Amendment changes the Resolution to limit the authorization granted by the Resolution to authorization to proceed with Task I as set forth in the Agreement. This Amendment also removes the sentence 'Tasks I-IV do not have to be completed in chronological order" from section 3(i), "Payment."

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 SEP 19 P 5:12

E-207-16

RULES RESOLUTION NO. 349 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND KPMG LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-26-16
VOTES:
ayes 4 noes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with KPMG LLP to provide financial advisory services to the County in connection with a potential public-private partnership transaction, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with KPMG LLP, provided however, that the authorization granted by this Resolution is limited to authorization to proceed with Task I as set forth in the agreement. Additional authorization by the Rules Committee shall be required to proceed with the remaining Tasks II through IV as set forth in the agreement.

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: KPMG LLP

CONTRACTOR ADDRESS: 345 Park Avenue, New York, NY 10154

FEDERAL TAX ID #: 13-15565207

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 17,2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Bond Buyer and Newsday. The RFP was also posted on the County's procurement website and the New York State Contract Reporter's website. Proposals were due on June 8, 2016. Nine (9) proposals were received and evaluated. The evaluation committee consisted of members from the Office of Management & Budget, the Department of Public Works and the Count Attorney's office. Each member of the committee scored each of the nine (9) proposals based on the evaluation criteria in the RFP. The committee recommended the firm with the highest average scorer. However, the County ended contract negotiations with the recommended firm after the parties could not come to agreement on some critical terms in the contract. The County then entered into negotiations with the firm that received the second highest score from the Committee (there was a difference of only 0.1 in the score of the top two firms).

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on August 1, 2011, as amended by Amendment 1 executed on October 28, 2011, Amendment 2 executed on February 14, 2013, Amendment 3 executed on March 18, 2014, and Amendment 4 executed on May 13, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications and Cost Proposals was sent to three (3) qualified vendors. An Evaluation Committee consisting of members of The Office of Management & Budget evaluated the proposals received and selected AJ Consulting Services, LLC. A copy of the most recent evaluation of the contractor's performance is attached.

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.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

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 submission of the first claim voucher, for services under this 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

8/30/16
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.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

CONFIDENTIAL MEMORANDUM

To: Nassau County Legislature

From: Evaluation Committee
RFP# BU0506-1613

Subject: Proposed Personal Services Agreement with KPMG LLP
P3 Transaction Facilitator Services for the Nassau County Sewer System

Date: August 22, 2016

Transaction Rationale

On May 17, 2016, the County issued a Request for Proposals ("RFP") seeking proposals from qualified banks and financial advisors authorized to do business in the State of New York to provide investment banking and/or financial advisory services (the "Services") to the County in connection with a potential public-private partnership transaction (the "P3 Transaction") with a concessionaire or lessee involving the County's sewer system (the "System").

SUEZ Water Long Island Inc. ("SUEZ") is currently operating, maintaining and managing the system and providing operational expertise. Under the SUEZ agreement, and coupled with the ongoing FEMA repairs, the sewer treatment plants and the System generally are being hardened and repaired, and the operational deficiencies are being addressed. Unfortunately, the value of the System is not being optimized and current sewer revenues are insufficient to meet the System's future needs.

- The County has slowed the decline in cash and fund balance. However, despite the operational efficiencies being obtained as a result of the SUEZ agreement, the County will still be unable to fund operations and long-term capital improvements, which will result in the depletion of the sewer district's reserves in the near term
- Current revenues from ratepayers are not recovering the full costs of the System (operations, maintenance, and lifecycle costs)
- The status quo would require significant annual tax increases to cover the cost of operations

A P3 Transaction could ensure a high quality of service for all users of the System for many years to come while also accomplishing a number of the County's key objectives, including:

- Retaining public ownership of the System
- Retaining rate setting authority - transparent and stable rate-setting process

- Transferring risk of long-term capital investment to the concessionaire to achieve the County-agreed asset condition during and at the end of the term of the agreement
- The concessionaire may commit to making substantial capital expenditures to the System that will result in a meaningful upgrade to operations and maintenance
- Improving safety and environmental performance
- Transferring risk of compliance with environmental regulations and discharge requirements to the concessionaire

Based on current market conditions, the County believes a P3 Transaction would generate substantial value for the County. The transaction proceeds would be used for the long-term benefit of the County.

- Proceeds from the P3 Transaction would be used to retire or economically defease all sewer-related debt of the System
- Additional upfront money could be used by the County to retire or economically defease additional general obligation debt of the County
- Provide recurring debt service savings
- Improve cash flow liquidity for the County
- Strategic investments in the County, along with recurring debt service savings, will place the County in a position to achieve structural budget balance by fiscal year 2018

RFP Process

The RFP was publicized as follows:

- Advertised in Newsday and the Bond Buyer
- Posted on the County's website and the New York State Contract Reporter website
- Emailed to the following firms:
  - A.C. Advisory, Inc. ("A.C. Advisory")
  - BMO Capital Markets ("BMO")
  - Ernst & Young Infrastructure Advisors, LLC ("Ernst & Young")
  - Goldman Sachs & Co. ("Goldman Sachs")
  - KPMG LLP ("KPMG")
  - Morgan Stanley & Co. LLC ("Morgan Stanley")
  - NW Financial Group, LLC ("NW Financial")
  - Public Financial Management, Inc. ("PFM")
  - Ramirez & Co. Inc. ("Ramirez")

The Services requested in the RFP to be provided in connection with the P3 Transaction consists of providing financial advisory services to the County.

In addition to the Services requested in the RFP, Appendix A of the RFP contained a list of the

anticipated Tasks of the P3 Transaction. See Appendix I of this memorandum for the list of Tasks included in the contract.

Importantly, the RFP also stated that the transaction facilitator would be required to provide the County with a preliminary valuation before the request for qualifications for the P3 Transaction is released.

Proposals

Proposals were received from the following nine (9) firms: BMO; Ernst & Young; Goldman Sachs; KPMG; NW Financial; PFM; Ramirez; JP Morgan Securities LLC ("JP Morgan"); and Loop Capital Financial Consulting Services, LLC ("Loop Capital").

An Evaluation Committee (the "Committee") consisting of members from the Office of Management & Budget, the Department of Public Works and the County Attorney's office was formed to review the proposals.

As stated in the RFP, the proposals were evaluated based on the following criteria:

(i) Contract Requirements and Proposed Solution – 25%
(ii) Proposer Profile: Organization, Capacity, Staffing, Resumes – 25%
(iii) Related Experience – 25%
(iv) Total Cost (Fee Proposal) – 25%

In addition to the foregoing, the County could also consider any other relevant factors as determined by the Committee.

Selection Process

Each member of the Committee scored each of the nine (9) proposals based on the first three (3) evaluation criteria (i.e., (i) Contract Requirements and Proposed Solution; (ii) Proposer Profile: Organization, Capacity, Staffing, Resumes; and (iii) Related Experience) in order to determine the technical capabilities of each proposer. The Committee members were not provided with the fee proposals in this first round of scoring.

Based on the scores of each proposal from each Committee member, and an analysis on the merits of each proposer, the following five (5) proposers were invited to make a presentation to the Committee: BMO, Goldman Sachs, KPMG, Loop Capital and Ernst & Young (the "Short-Listed Proposers").

Regarding the proposers that were not invited to make a presentation, the general view of the Committee, as substantiated by the scores, was that these proposers either had limited or no relevant experience serving as a municipal financial advisor on public-private partnership transactions, had limited depth and resources, or had experience and/or depth and resources that could not compare with the Short-Listed Proposers. As a result, the Committee determined that the experience and technical capacity of these proposers was less advantageous to the County than

the Short-Listed Proposers.

Following the receipt of best and final offers and clarification responses from the Short-Listed Proposers, each Committee member completed his or her scoring sheet for each of the Short-Listed Proposers by including a score for the total cost criterion. The average scores for the Short-Listed Proposers were as follows:

	Goldman	KPMG	BMO	Loop Capital	Ernst & Young
Contract Requirements and Proposed Solution	22.75	23.50	22.33	19.50	18.00
Proposer Profile	22.83	22.67	22.33	18.58	18.41
Related Experience	23.17	23.33	22.50	19.17	17.25
Subtotal - Technical Merit	68.75	69.50	67.16	57.25	53.66
Total Cost	21.17	20.25	20.25	24.42	20.67
Total Score	89.92	89.75	87.41	81.67	74.33

While BMO, Ernst & Young and Loop Capital have varying levels of P3 experience and abilities, the committee believed that Goldman Sachs and KPMG demonstrated a greater understanding of the County's requirements for the proposed transaction and are best suited to achieve the County's goals. The committee considered these two firms to be best able to meet the County's goals and timetable in the P3 Transaction based on their superior experience and transaction teams. Their overall scores from the committee were virtually identical, with KPMG receiving a slightly higher technical score.

Based on the foregoing, the Committee recommended that the County enter into negotiations with Goldman Sachs, since such firm had the highest total score. However, the parties ended contract negotiations after they could not come to agreement on certain critical terms in the contract. The County then entered into negotiations with KPMG.

Fee Proposal

Each proposer was required to submit fee proposals based on the same structure. The structure of KPMG's fee proposal is as follows:

Tasks I-IV

A flat fee per Task for Tasks I-IV as follows:

Task I	$197,925
Task II	$207,585

Task III	$118,620
Task IV	$363,438

The fee per Task will be payable upon completion of each Task.

During Task I, the transaction facilitator would model the following scenarios:

(1) A forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure.

(2) A forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity.

If the second scenario does not demonstrate that it is likely that the County would receive sufficient proceeds in the P3 Transaction to retire or economically defease all sewer debt, and provide some amount of additional proceeds to the County, then the County would not continue with the process. (Appendix 1-A has a list of Future Services). The County will have the option to terminate the contract at any time. In the event the contract is terminated, the County would only be liable to pay fees for the Tasks within Tasks I-IV completed by the transaction facilitator.

In Tasks II, III and IV, the transaction facilitator would assist in the preparation of a Request for Qualifications ("RFQ"), and review and evaluate responses to the RFQ.

Appendix I

TASK I – Evaluate Impact on Rates of Status Quo and Concessionaire Scenarios

- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure.
- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity. This will require the creation of three (3) scenarios based on a low, moderate and high rate of return for the investor.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction ("RFQ").
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority ("NIFA") to discuss the RFQ, the objectives for the RFQ, and confirm Contractor's role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain input and information for the preparation of the final RFQ.
- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.

- Attend respondent interviews.
- Market the transaction as necessary.

Appendix 1 - A
Future Services

TASK V - Assist in the Preparation of the Request for Proposals

- Assist the County and County advisors in the preparation of internal drafts of the request for proposals for the P3 Transaction ("P3 RFP") based upon comments and discussions with the County and County advisors in preparation for distribution to qualified respondents to the RFQ.
- Attend any meetings and conference calls with the County, County advisors and NIFA, as necessary, to finalize the P3 RFP in preparation for distribution to the respondents to the RFQ.
- Market the transaction as necessary.

TASK VI - Support the Request for Proposal Process

- Assist with responses to questions and requests for clarification submitted by the proposers concerning the P3 RFP and proposed concession agreement.
- Assist the County and County advisors with the preparation of addenda during the proposal process.
- Review and comment on relevant portions of the proposals.
- Provide related assistance to the evaluation committee, as requested, with evaluation of proposals received in response to the P3 RFP.
- Attend proposer interviews.

TASK VII - Support the Concession Agreement Negotiation and Award Process

- Assist the County and County advisors in the negotiation of the final concession agreement with the selected proposer(s).
- Assist the County and County advisors, as necessary, in the financial aspects of the concession agreement and appendices to reflect such negotiations.
- Attend meetings and conference calls and perform related activities in relation to the negotiation process.
- Assist the County with presentations to, and discussions with, the County Legislature, the County Comptroller, NIFA and community groups, as necessary.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No contributions made.

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: KPMG

Dated: 7/22/16

Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

Rev. 12-2015

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. 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.

Tom Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154 (212) 954-3090

Ed Lee, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747 (631) 425-6053

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

Tom Mulvihill and Ed Lee are registered New York state lobbyist for KPMG LLP

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

KPMG LLP

345 Park Avenue

New York, NY, 10154

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

The government contacts were strictly related to the formal RFP process.

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

Not currently known

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7/22/16

Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire. *See Note 1 Below*

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 EDWARD N. LEE

   Date of birth 01 / 12 / 1973

   Home address 1 LAURA DRIVE

   City/state/zip CENTEREACH, NY 11720

   Business address 1305 WALT WHITMAN ROAD, SUITE 200

   City/state/zip MELVILLE, NY 11747

   Telephone 631 425 6053

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 10/01/2007

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. I am an equity partner with less than 1% interest.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

Note 1: KPMG LLP is a limited liability partnership which does not have any officers or individuals who own/hold more than 10% ownership interest. As such, this form is being completed from the perspective of the individual, Edward N. Lee.

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? YES ___ NO x
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO x If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x 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? YES ___ NO x 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? YES ____ NO x 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? YES ___ NO x If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ___ NO x 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?
YES ___ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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, EDWARD N. LEE, 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 25 day of July 2016

LESLIE JO VALENTINE
Notary Public, State of New York
No. 01VA6202425
Qualified in Suffolk County
Term Expires March 16, 2017

Leslie Jo Valentine
Notary Public

KPMG LLP
Name of submitting business

EDWARD N. LEE
Print name

Edward N. Lee
Signature

PARTNER
Title

07 / 25 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire (*)

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas Mulvihill
   Date of birth 07/10/70
   Home address 186 Manhasset Woods Rd
   City/state/zip Manhasset, NY 11030
   Business address 1350 Avenue of the Americas
   City/state/zip New York, NY 10019
   Telephone 917 375 4445
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Managing Director 6/23/08 to present

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

(*) Please note: KPMG is a partnership which does not have any officers or individuals who own/hold more than 10% ownership interest. As such, this form is being completed from the perspective of the engagement lead, Thomas Mulvihill.

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? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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, Thomas Mulvihill, 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 22nd day of July 2016

Desseiré C. Fahie

Notary Public

DESSEIRÉ C. FAHIE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6298355
Qualified in Queens County
My Commission Expires March 10, 2018

KPMG

Name of submitting business

Thomas Mulvihill

Print name

Signature

Managing Director

Title

7/22/16

Date

Business History Form

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 bid/proposal.

NOTE: All questions require a response, even is response is "none" or "not-applicable." No blanks.

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

Date: June 6, 2016

1) Bidder's/Proposer's Legal Name: KPMG LLP

2) Address of Place of Business: 345 Park Avenue, New York, NY 10154

List all other business addresses used within last five years:
KPMG LLP has 89 offices throughout the United States. A list of addresses can be provided if needed.

3) Mailing Address (if different): Not-applicable

Phone: (212) 758-9700

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 00-166-7906

5) Federal I.D. Number: 13-15565207

6) The proposer is a (check one): ____
Sole Proprietorship ____
Partnership ____
Corporation ____
Other (Describe) X Limited Liability Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___
No X
If Yes, please provide details: Not-applicable

8) Does this business control one or more other businesses?
Yes X
No ___
If Yes, please provide details: KPMG has an ownership interest in certain subsidiaries, but to the best of our knowledge those subsidiaries will not be involved in providing the services under this proposal.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
Yes X
No ___
If Yes, provide details. KPMG has an ownership interest in certain subsidiaries and third party service providers. To the extent any such subsidiary or service provider will provide direct services in connection with KPMG's performance of the proposed engagement, such subsidiary or service provider is disclosed in this proposal, in Appendix E – Item 7). (KPMG Corporate Finance LLC, KPMG Global Services and KPMG

Global Delivery Center and other KPMG Member Firms). Subsidiaries and service providers that are not anticipated to directly provide services pursuant to the RFP have not been disclosed.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
Yes ___
No X
If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). KPMG is a nationwide accounting firm and works on thousands of engagements each year across the country. From time to time KPMG like other major professional services firms may receive a question or complaint from a client about the conduct of a particular engagement. KPMG attempts to promptly address and resolve issues with clients, so that clients do not invoke contractual termination or default clauses. While the firm does not centrally track contract terminations. KPMG is not aware of any significant issues, relating to contracts with other clients in the last 5 years, or any terminations of those contacts, which would present any concerns with respect to KPMG's ability to successfully perform the services contemplated by this proposal.

11) Has the bidder/proposer, during the past seven years, been declared bankrupt?
Yes ___
No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets Not-applicable

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___
No X
If Yes, provide details for each such investigation. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"), KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Companies Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not

limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes __
No _X
If Yes, provide details for each such investigation. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"), KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Companies Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

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?
Yes ___
No _X
If Yes, provide details for each such charge. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been charged with a crime relating to the conduct of the firm's business.

b) Any misdemeanor charge pending?
Yes ___
No_X
If Yes, provide details for each such charge. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been charged with a crime relating to the conduct of the firm's business.

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?
Yes ___
No_X
If Yes, provide details for each such conviction. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been convicted of a crime relating to the conduct of the firm's business.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___
No_X
If Yes, provide details for each such conviction. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been convicted of a crime relating to the conduct of the firm's business.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
Yes _X_
No
If Yes, provide details for each such occurrence. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"), KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Company Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

Occasionally, our regulators, primarily the SEC or PCAOB, have commenced administrative proceedings against an individual partner and have sought penalties such as suspension from practicing before the SEC. Actions brought by the SEC are a matter of public record, but administrative proceedings commenced by the PCAOB are privileged and confidential pursuant to Section 105 of the Sarbanes-Oxley Act and any PCAOB discipline or sanction becomes public only after being affirmed by the Board.

In January 2013, the SEC announced that it had instituted an administrative proceeding against a current KPMG audit partner and senior manager, arising out of KPMG's audit of the financial statements of TierOne Bank for the fiscal year ended December 31, 2008. (The Firm was not charged.) The SEC claimed that our partner and senior manager did not satisfy professional standards in planning and performing the 2008 audit, including the audit procedures relating to management's estimates of the Allowance for Loan Losses and Leases and related internal controls over financial reporting. In the fall of 2012, the SEC filed two separate enforcement actions against three former senior executives of TierOne Bank (the CEO, COO, and chief credit officer), alleging that they participated in a fraudulent scheme to understate millions of dollars in losses and mislead investors and federal regulators. Significantly, the SEC complaints against the Bank's former executives allege that they defrauded the KPMG auditors by making materially false statements in connection with KPMG's work for TierOne. Our partner and senior manager presented the facts in support of their work at a trial in late 2013. Respected expert witnesses supported the work of our audit team, and testified that they acted appropriately, and that the TierOne audit work was conducted in accordance with professional standards. In July 2014 KPMG received the Initial Decision of the SEC administrative law judge. The judge ruled that the partner and senior manager did not comply with applicable auditing standards, and she ruled that the partner should be precluded from practicing before the SEC for a period of 1 year, and that the senior manager should be precluded from practicing before the SEC for 6 months. As to each individual, reinstatement of the right to practice before the SEC would occur automatically after the expiration of the time periods noted above. KPMG respectfully disagrees with the judge's ruling, and the partner and senior manager have appealed. The SEC has accepted the individuals' appeal, and as provided in the Initial Decision itself, the decision will not become final (and the restrictions on the individuals' rights to practice before the SEC will not take effect) until the appeals process is concluded.

From time to time, a state board of accountancy may discipline or impose a sanction on an individual KPMG partner or employee, for example, for failure to renew a CPA license on a timely basis, or for a

failure to obtain the required amount of CPE on a timely basis. We do not believe that these matters materially affect the Firm's operations or our ability to perform services for you.

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?
Yes _X_
No
If Yes, provide details for each such instance. Please see 14) e
We do not believe that these matters materially affect the firm's operations or our ability to provide services to you.

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?
Yes ___
No _X
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. Not-applicable

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

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 has more than 1,800 partners and more than 20,000 employees across the country, and it would be impossible for us to canvass all of our partners and employees to determine whether

(a) any individual partner or employee has a financial relationship that might create a conflict of interest or the appearance of a conflict of interest in connection with KPMG acting ~~as collection agent~~ on behalf of Nassau County, or

(b) whether any individual partner or employee has a family relationship with any Nassau County public servant that might create a conflict of interest or the appearance of a conflict of interest in

connection with KPMG acting ~~as collection agent~~ TM on behalf of Nassau County However, we have canvassed the proposed members of the KPMG engagement team, and to the best of our knowledge the currently proposed members of the engagement team do not have any financial or family relationships with any Nassau County employee which would give rise to a conflict of interest.

KPMG uses comprehensive procedures and a suite of technology tools to help safeguard that the firm and applicable personnel are independent of the firm's audit clients. The Lead partner on an engagement is responsible for KPMG's continued independence from the client and will continually monitor our service and investment relationships by using the tools described below. In addition, the firm provides mandatory annual independence training for all professionals and holds them personally accountable for their independence. Our independence procedures meet or exceed standards set by the SEC, PCAOB, Government Accountability Office, and all other applicable regulatory bodies. We have substantially completed our independence due diligence and are confident that we can be independent upon appointment.

KPMG's Independence Technology Tools

Service Independence – Our automated services reporting system, Sentinel, helps make sure that KPMG does not perform any audit or non-audit services anywhere in the world that could jeopardize our independence. The lead partner will be notified through Sentinel whenever any KPMG partner anywhere attempts to begin a new engagement with a client, and he/she must approve that engagement before the work can begin. The lead partner will obtain your requirements from your audit committee, and the information will be entered into this system.

Investment Independence – The KPMG Independence Compliance System (KICS) is a Web-based tracking system to monitor investments and other financial interests of the firm and personal investments of partners and managers. Before buying stocks of public companies, KPMG professionals must access the system to determine if the investment is restricted. They must enter all new investments into KICS within 14 days. Individuals who have reported holdings of investments that later become restricted are automatically notified and must sell the investment within five business days.

Compliance with Rules – All KPMG professionals must use our electronic independence and code of conduct confirmation process at least once a year to confirm their understanding of and compliance with the firm's code of conduct and independence rules. As an extra safeguard, KPMG audits selected confirmations and information reported in KICS.

Business Relationship Independence – The KPMG Conflicts Check System uses a conflicts database that contains up-to-date information on business relationships, current and prohibited. At the request of the engagement team, a conflict report is generated from this database. The lead partner reviews the report and acts on its findings.

Our promise of professionalism to each other, our clients, and the capital markets we serve is the basis for everything we do at KPMG and the foundation for each of our strategic priorities. To uphold our promise of professionalism, we maintain an extensive system of quality controls that meet or exceed the rules and standards issued by the PCAOB and the requirements of the AICPA.

KPMG has made significant enhancements to its system of quality controls over the past three years, including the separation within the firm of responsibility for Operations, Professional Practice/Risk Management, and Legal and Compliance. This separation was implemented at the top of the firm, by assigning our deputy chairman responsibility for Professional Practice/Risk Management. We also established an executive vice chair position for Operations and an executive vice chair for Legal and Compliance, each of whom reports directly to the chairman. Each individual measure within our quality

control system is strengthened by the "tone at the top" of our organization—one of strict adherence to ethics and integrity.

Attachments to Business History Form

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

See Attachment 1: Resumes.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;
ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
iii) Name, address and position of all officers and directors of the company;
iv) State of incorporation (if applicable);

v) The number of employees in the firm;
vi) Annual revenue of firm;
vii) Summary of relevant accomplishments
viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

146 years (Firms history dates back to 1870)

C. Provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services.

Please see the financial information herein in Appendix C-2 – KPMG Financials and References

D. Provide names and addresses for no fewer than two (2) references for whom the proposer has provided similar services or who are qualified to evaluate the proposer's capability to perform this work.

Exceeding the expectations of our clients and maintaining high levels of client satisfaction is our goal on every engagement. We encourage you to contact the references listed below to hear their candid feedback about KPMG–including our service, our industry and engagement qualifications, and our professionals. We believe that speaking to other clients regarding similar engagements will provide a true depiction of what you can expect when working with us.

Company	**Dormitory Authority of the State of New York**
Contact Person	Paul Koopman
Address	515 Broadway
City/State	Albany, NY
Fax #	N/A
Telephone	518.257.3343
E-Mail Address	pkoopman@dasny.org

Company	**Tampa Bay Water**
Contact Person	Koni Cassini – Director of Fiscal Services *
Address	601 E. Kennedy Blvd.
City/State	Hillsborough County, FL
Fax #	N/A
Telephone	813-209-3001
E-Mail Address	cassinik@hillsboroughcounty.org

* Formerly Chief Financial Officer at Tampa Bay Water – Served as the project manager for the reservoir project

Company	**Ohio Department of Transportation**
Contact Person	Julie Brogan – Deputy Director
Address	1980 West Broad Street
City/State	Columbus Ohio, 43223
Telephone	614-466-2825
Fax #	N/A
E-Mail Address	jbrogan@dot.state.oh.us

Company	**Indiana Finance Authority**
Contact Person	Jim McGoff – Toll Road Oversight Director and Legal Counsel
Address	One North Capitol, Suite 900
City/State	Indianapolis, IN 46204
Fax #	N/A
Telephone	317-232-2972
E-Mail Address	JMCGOFF@ifa.IN.gov

E. Please provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Mulvihill 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 22nd day of July, 2016.

DESSEIRÉ C. FAHIE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6298355
Qualified in Queens County
My Commission Expires March 10, 2018

Notary Public

Name of submitting business: KPMG LLP

By: Thomas Mulvihill
Print name

Signature

Managing Director
Title

7, 22, 16
Date

Thomas Mulvihill

Managing Director

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10154

Tel 212-954-3090
Fax 212-504-3281
Cell 917-375-4445
tmulvihill@kpmg.com

Education, licenses & certifications

- MBA and BBA, Pace University
- FINRA Licenses: Series 7, 24 and 63

Engagement Lead

Background

Tom is a Managing Director with KPMG's Infrastructure practice. He has over 20 years of experience in the US capital markets working in both public/municipal finance and project finance markets. He is accustomed to leading diverse advisory teams on complex, large-scale infrastructure programs and transactions. His experience includes utilities (energy and water/wastewater), transportation infrastructure (marine ports, airports, roads, bridges/tunnels and rail/transit) and social infrastructure (k-12 education, higher education, state and local government). Prior to working at KPMG, Tom worked on multiple tax-backed transactions, including tax increment financings based on ad valorem property taxes and special assessment districts, utilizing parcel taxes.

Tom has experience advising clients including:

- Nassau County – Nassau Veterans Memorial Coliseum P3 Project
- New York City Department of Environmental Protection – Biosolids Beneficial Reuse Project
- New York City Department of Environmental Protection – Upstate Hydroelectric Project
- Puerto Rico Public-Private Partnerships Authority – Caguas Commuter Train Project
- Commonwealth of Pennsylvania/Philadelphia Regional Port Authority – Southport Marine Terminal Project
- Massachusetts Department of Transportation – P3 Commission Program
- Amtrak – Northeast Corridor High-Speed Rail and Master Plan Project
- Delaware River Joint Toll Bridge Commission – Scudder Falls Bridge Project
- Massachusetts Bay Transportation Authority – Commuter Rail Operating Contract
- California High Speed Rail – Business and Finance plan
- Florida Department of Transportation – Tampa-Orlando High-Speed Rail Project
- Virginia Department of Transportation – US Route 460 Corridor Improvements Project

Professional and industry experience

- **Nassau Veterans Memorial Coliseum P3 Project** – Tom led KPMG's engagement to provide financial advisory services to Nassau County, New York, which included analysis of the potential financial returns and lease terms generated by the Project; evaluation of the financial qualifications and experience of the proposing firms; and Assessment of the financing plans to develop the Project by the proposing teams.

- **New York City Water Board/Department of Environmental Protection** – Tom served as the lead strategic and financial advisor to New York City Water Board and DEP. He advised DEP with the review of Requests for Proposals (RFPs) related to the transportation, processing, and marketing of biosolids and sludge from NYC wastewater processing facilities for beneficial use. Tom also assisted DEP on Public-Private Partnership opportunities related to the development of three Upstate hydroelectric generation facilities. This work included review of Requests for Expression of Interests (RFEIs) from private sector partners, financial modeling and analysis of potential project structures, market sounding and assistance with the FERC application process.

- **Dormitory Authority of the State of New York (DASNY)** – Tom is currently serving as the lead financial advisor to the DASNY on the development of a new 700,000 square foot consolidated laboratory project – NY's first social infrastructure P3. DASNY intends for the project to be delivered as a Design-Build-Finance-Operate-Maintain P3 supported by availability payments to the private sector. KPMG has provided financial modeling and analysis, performed a market sounding with 17 market participants, provided white papers and benchmarking on various transactions and issues and will support DASNY in their procurement of the private partner.

Ed Crooks

Managing Director

KPMG Corporate Finance LLC
Primary Office Location
1676 International Drive
Suite 1200
McLean, VA 22102

Tel 703-286-8610
Cell 571-226-7222
ecrooks@kpmg.com

Function and specialization
Ed is an advisory managing director in KPMG's McLean office. He specializes in infrastructure and project finance advisory.

Education, licenses & certifications

- AB degree, Indiana University
- AAS degree, Purdue University (Fort Wayne)
- MBA degree , University of Chicago
- Professional Engineer, Texas (inactive)
- FINRA registrations: Series 79, 63 & 24

Water Sector Specialist

Background

Ed is a managing director in KPMG's Infrastructure Advisory team, specializing in advising public and private sector clients in structuring, procuring and financing major infrastructure projects. He has more than 30 years of experience in all aspects of infrastructure development, with extensive experience in public-private partnerships. Ed is a member of the EPA's Environmental Finance Advisory Board and leads KPMG's water and wastewater activities in the US.

Professional and industry experience

Ed's infrastructure experience includes commercial structuring, joint ventures, financial analysis, and limited recourse financing. Previously, Ed was Vice President of Bechtel Enterprises Holdings, the finance, development and investment arm of the Bechtel Group. While at Bechtel, Ed served as Project Finance Director for International Water, a water development subsidiary, and managed the financing for water/wastewater project across Europe. Before joining Bechtel, he was a project engineer for a civil engineering consulting firm. Ed's select project experience includes:

- **City of Baltimore, Department of Public Works:** Ed leads the KPMG team serving as the City's Alternative Project Delivery advisor, responsible for assisting the Department in exploring and implementing a range of project delivery options including P3 for their water and wastewater program. Most recently, Ed's team supported the city in successfully completing its first construction manager at risk procurement for the $350 million Back River Headworks Sanitary Sewer project.
- **Tampa Bay Water:** Ed led the KPMG team in serving as TBW's Strategic Procurement Advisor for the ~$150 million rehab of the CW Bill Young Reservoir. KPMG's work entailed detailed review of project delivery options, market outreach, procurement structuring and implementation, and negotiations support.
- **California High Speed Rail Authority:** Ed supported the Authority in developing a project delivery strategy for their $30 billion implementation of the initial operating segment. This work entailed extensive coordination between the Authority, its technical and legal advisors, and the private sector to devise a plan for designing, building and operating the project.

Experience prior to KPMG:

- **Crivina Water Treatment Plant:** Ed led the team for a competitive bid for a 9 m3/sec water treatment facility. Tasks included: managing financial analysis, engaging and managing external advisors, identifying sources of capital, presenting key findings to investment committee, and drafting final proposal.
- **Bielsko-Biala Water Privatization:** Ed led the first privatization of a water company in Poland, including: managing external legal, financial and accounting advisors; arranging share purchases; negotiating key commercial terms with city leaders; and presenting final case to the investment committee.

Stephen Hill

Director

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10154

Tel 212 954 7436
Cell 903 738 3607
shill2@kpmg.com

Education, licenses & certifications

- MS, Wake Forest University
- BBA, Baylor University
- CPA, Licensed in Texas
- FINRA Licenses: Series 63 and 79

Procurement Lead

Background

Stephen is a director in KPMG's Infrastructure Advisory practice, specializing in advising private and public sector clients in structuring, procuring and financing major infrastructure projects. Stephen is active with various financial modeling and commercial structuring elements of public-private partnership and project finance transactions. Stephen has advised on over $8 billion of public-private partnership projects that have successfully reached close. Stephen's experience includes advising on the $229 million, 10,000 seat Nassau Veterans Memorial Coliseum refurbishment project in New York where a private developer was selected to design, build, finance, and operate the facility for a 34 year term in exchange for a minimum annual lease payment and revenue sharing provisions.

Professional and Industry experience

- **Nassau Veterans Memorial Coliseum:** Provided financial advisory services to Nassau County, New York, which included assisting in the review of the short-listed proposals to redevelop the Nassau Veterans Memorial Coliseum
- **Fort Lauderdale Downtown Development Authority – Federal Courthouse Feasibility Study:** Lead day to day advisor on a feasibility study for a new Federal Courthouse in downtown Fort Lauderdale. Assisting the Fort Lauderdale Downtown Development Authority with conducting analyses for different transaction and delivery options, assessing the potential implementation of the project through a P3, identifying potential additional sources of revenue, and conducting preliminary financial projections.
- **I 4 Ultimate Project:** Lead day to day advisor on Florida's largest availability payment public private partnership project to date. Assisting Florida DOT with Value for Money analyses, preparation of applications for TIFIA credit assistance and allocation of PABs, and advice on development of the procurement and contractual documents. The $2.1 billion project reached financial close in September 2014.
- **North Tarrant Express, Segments 3A/3B:** Assisted the Texas DOT with financial modeling and public sector comparator analysis of the project. The $1.3 billion DBFOM project reached financial close in September 2013.
- **Ohio River Bridges, East End Crossing:** Assisted the Indiana DOT with financial modeling and procurement support for the state's first availability payment project. The $1.2 billion DBFM project reached financial close in March 2013.
- **FIA Facilities Improvement Program:** Currently conducting commercial feasibility assessments for various global motorsport

race track projects as part of an advisory consortia led by Apex Circuit Design.

- **Route 460 Project:** Assisted the Virginia Department of Transportation with financial modeling, preparation of applications for TIFIA credit assistance, and advice on development of contractual documents. The project was valued at $1.4 billion and reached financial close in December 2012.
- **Midtown Tunnel/Downtown Tunnel/MLK Extension Project:** Assisted the Virginia Department of Transportation with financial modeling and assessing the commercial implications of various positions with respect to risk transfer in negotiations with private sector developers. The project was structured as a $2.1 billion DBFOM and reached financial close in April 2012.

Alex Seleznyov

Manager

KPMG Corporate Finance LLC
Primary Office Location
1660 International Drive, McLean,
VA 22102

Tel 703-286-8036
Cell 202-247-7910
aseleznyov@kpmg.com

Education, licenses & certifications

- (MBA, Georgetown University, Washington, DC
- B.A, Westminster College, Fulton, MO
- Project Management Professional (PMP)
- FINRA License – Series 79

Day-to-Day Project Manager

Background

Alex is an experienced consultant and manager with KPMG's Infrastructure Advisory practice. For over a decade, he has consulted various public sector clients in the US and around the world, specializing in infrastructure finance, public-private partnerships, and economic development.

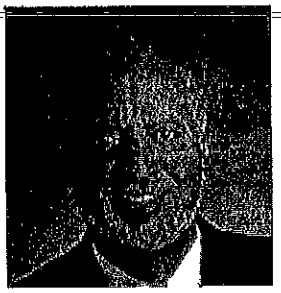
Professional and industry experience

Prior to joining KPMG, Alex was one of the founding leaders of Deloitte's P3 integrated market offering, where he played a key role in developing the practice and securing several significant client accounts. He started his career in economic development, serving public sector clients across the emerging markets for KPMG's Barents Group.

Relevant areas of specialization include advising public authorities in the successful implementation of P3 and privatization projects. Alex has conducted demand studies, feasibility studies, Value for Money, funding and financing options analyses for public sector clients on a variety of public infrastructure transactions in the transport, and social sectors.

Alex's select relevant project experience includes:

- **Virginia Department of Rail and Public Transport**. Strategic, commercial, and financial advice to support the evaluation of options for financing rail improvements in the Commonwealth for the Office of the Secretary of Transportation and DRPT.
- **North Carolina Department of Transport.** Assisted the NCDOT Rail Division to identify strategies and develop implementation roadmap for reducing service cost, increasing efficiencies in service delivery, and improving transparency of passenger rail operations.
- **US Army Corps of Engineers – Institute for Water Resources.** Advised the US Army Corps of Engineers on the establishment of the Alternative Financing Program for water projects, including flood and coastal storm damage reduction, inland water transportation, coastal harbors, aquatic system restoration, water supply storage, and hydropower.
- **Drew University.** Commercial and financial advisory for new academic space and student housing.
- **P3 program development – Government of Kazakhstan.** Team Leader of the EU-funded project in Kazakhstan, leading a comprehensive initiative to establish an organizational structure and developing capacity of Kazakhstan's PPP Unit. Completed a pre-feasibility study and initial project structuring for a pilot PPP transaction in social sector (hospital) for the Ministry of Healthcare.
- **Power utility privatization – Government of the Bahamas.** Assistance in the procurement process for the utility privatization; review of commercial and financial terms of the bids.



Leonard R. Berry

Managing Director

Backstrom McCarley Berry & Co

Education, licenses & certifications

- Master of Communications and a Bachelor of Arts degree with a major in Social Communications and General Studies from the University of Washington.
- Municipal Securities Principal, with Series 7, 24, 63, and 53 registrations

MBE + Traditional Water Financing Specialist

Background

Leonard Berry has over 20 years of combined professional experience in the investment banking and brokerage industry. He has served as a project leader in various investment banking capacities. Mr. Berry's activities included account development, structuring and marketing of bond issues, securities and investment sales, public/private advisory and financing initiatives, and general banking.

Professional and industry experience

Mr. Berry's relevant utility and financial advisory experience includes service to the following issuers: CA Department of Water Resources, Los Angeles Wastewater System, Santa Clara Valley Water District, City of Chicago Water & Wastewater, San Francisco Public Utilities Commission, Metropolitan St. Louis, Sewer District, San Francisco County Transportation Authority, Bay Area Rapid Transit District, Los Angeles County Metropolitan Transportation Authority, Port of San Diego, and Port of Los Angeles. Mr. Berry's also completed a P3 terminal development project for the Port of Oakland.

Mr. Berry holds a Master of Communications and a Bachelor of Arts degree with a major in Social Communications and General Studies from the University of Washington. Mr. Berry is a Municipal Securities Principal, with Series 7, 24, 63, and 53 registrations.

Edward N. Lee

Partner

KPMG LLP
Primary Office Location
1305 Walt Whitman Road
Suite 200 Melville, NY 11747

Tel 631-425-6053
Fax 631-956-9161
Cell 516-848-9463
enlee@kpmg.com

Function and specialization

Ed is a partner in KPMG's Long Island office. He specializes in serving government, healthcare, higher education, research and other not-for-profit clients.

Education, licenses & certifications

- BS degree, accounting, School of Professional Accountancy, Long Island University – Post Campus

Professional associations

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, New York State Society of CPAs (NYSSCPA)

Client Service Partner

Background

Ed is a partner in KPMG's Metro New York Government, Healthcare and Higher Education, Research, and Other Not-for-Profit practice. He has more than 18 years experience serving government, healthcare, higher education and not-for-profit organizations. Ed was also the Resource Partner for KPMG's Long Island Office, responsible for overseeing the staffing of audit engagements, manager workloads and KPMG's employee performance management process. Ed took a two year hiatus from KPMG during which he was the Controller for Hofstra University.

Professional and industry experience

Ed has significant experience serving government, health care, higher education, research, and other not-for-profit organizations in the Metro New York area. He also has extensive experience in performing audits in accordance with OMB Circular A-133, various cost reports required by the New York State department of health, electronic filing of annual financial statements on HUD REAC system, and agreed-upon procedures reports in connection with tax exempt bond offerings.

Ed has also assisted clients in documenting their internal controls and identifying leading practices. In addition, he has presented to several not-for-profit organization on topics such as Enterprise Risk Management and OMB Circular A-133.

Publications and speaking engagements

Guest speaker, represented KPMG at various meetings of Hospital Financial Management Association (HFMA), National Council of University Research Administrators (NCURA), Association of College and University Auditors (ACUA) and the NYSSCPA.

Other activities

- Long Island Business News -- 40 Under 40 (Class of 2010)
- Co-chairman, KPMG's Family for Literacy Program – Long Island Office
- Chairman, KPMG's Veterans Network – Long Island Office
- Chairman, Audit and Accounting Committee, Benevolent and Protective Order of Elks, Port Jefferson Lodge #2138
- Chairman, Drug Awareness Committee, Benevolent and Protective Order of Elks, Port Jefferson Lodge #2138
- Member, Ancient Order of Hibernians Division No. 8 – Selden
- Honorary Board Member and Corporate Recruitment Chair, American Diabetes Association- Long Island Chapter
- Member, KPMG's national instructor and quality performance review programs

Member, NYSSCPA Health Care Committee and Government Committee at the state level, as well as, Not-for-Profit Committee of the Suffolk Chapter

Michael Benouaich

Director

KPMG Corporate Finance LLC
Primary Office Location
Two Financial Center
60 South Street
Boston, MA 02111

Tel: 508 422 8642
mbenouaich@kpmg.com

Function and specialization

Michael works at the interface of strategy, finance, and engineering to enhance value and mitigate risks project finance and P3 transactions for large-scale infrastructure projects.

Education, licenses & certifications

- Massachusetts Institute of Technology, M.Sc., concentration Finance & Infrastructure Development
- Swiss Federal Institute of Technology, M.Sc., B.Sc., Civil Engineering
- FINRA Licenses: Series 79 & 63

Technical Specialist

Background

Michael is a Director with KPMG's Infrastructure Advisory practice. He has over 13 years of advisory experience in project finance, public finance, and development in the global infrastructure sector with a track record in public-private partnership (P3) transactions. Combining a background in finance and civil engineering, Michael works closely with technical and financial teams of government and industry owners, developers, and investors to:

- Evaluate infrastructure investments
- Identify and quantify project risks and develop allocation and mitigation strategies
- Develop innovative funding, financing, and procurement solutions
- Assess financial feasibility and build the business case to demonstrate Value-for-Money
- Structure contract terms that efficiently balance public policy objectives with commercial interests
- Build trust among sponsors, bidders, and stakeholders
- Lead transaction execution and support negotiations to successful close.

Michael has served as financial, strategic, and technical advisor for over 50 mandates in six countries and a number of pathfinder P3s in North America. Prior to joining KPMG, Michael led the P3 Advisory practice of Parsons Brinckerhoff, advising public-sector clients nationwide.

Professional and industry experience

- **Private Client, Texas** – Led financial analysis for private developer submitting an unsolicited proposal to develop a $250 million, limited-recourse water pipeline to extract and transport underground water over 60 miles in Central Texas under a concession model.
- **Private Client, Texas** – Led financial feasibility analysis for the development of 3500 MW of generating capacity, including 2200 MW of wind power, and 300 miles of new transmission lines in Western Texas under a concession model.
- **Pennsylvania Department of Transportation, Rapid Bridge Replacement Project** – Strategic and financial advisor to PennDOT on the procurement of a $1.1-billion DBFM concession contract for the replacement and 25-year maintenance of 558 structurally-deficient bridges statewide. Developed and coordinated commercial, financial, and technical terms across concession contract documents.
- **North Carolina Department of Transportation, I-77 HOT Lanes and Mid-Currituck Bridge** – Led the development of the commercial terms, toll policy, toll services agreement, and technical provisions for the procurement of the $600 million, 35-year DBFOM toll concessions.

- **Maryland Transit Administration, Purple Line LRT Project** – Advised the MTA on procurement, commercial, and financing strategy for the delivery of the $2.1 billion DC Purple Line light rail transit system using P3 alternatives. Led development of the P3 structure for the Purple Line and build the business case and Value-for-Money analysis to support decision-making.
- **Regional Transportation District, Denver, CO, FasTracks Eagle P3 Project** – Advised the RTD on operating risk evaluation and calibrated the concession's availability payment mechanism for the $2.1 billion project FasTrack commuter rail project.
- **San Francisco County Transportation Authority and Caltrans, CA, Presidio Parkway P3** – Advised on the procurement of the first availability payment concession in the state for the $352 million Presidio Parkway. Led development of the business case and the Value-for-Money analysis, as part of the joint venture team. Developed and coordinated commercial, financial, and technical terms across concession contract documents.
- **Madden-Colón Toll Highway Concession, Republic of Panama** – Financial advisor to the Ministry of Public Works, carrying out the valuation of the Madden-Colón Toll Highway concession.
- **Internal Revenue Service, US, Valuation** – Financial advisor caring out the valuation of a privately-held passenger bus transportation company in support of tax litigation.

Henry Berling

Managing Director

hberling@kpmg.com

Function and Specialization
Managing Director, Corporate Finance
Energy, Oil & Gas

Education, Licenses & Certifications

- Villanova University:
- BS in in Accountancy with Honors
- Certified Public Accountant (CPA)
- Investment Banking Representative (Series 7)
- Securities Representative (Series 63)

M&A Specialist

Background

Henry is a Managing Director in the Richmond VA, office of KPMG Corporate Finance. He specializes in providing financial advisory and M&A service offerings relating to mergers, acquisitions, and capital raising for energy and industrial companies.

Professional and Industry Experience

Prior to joining KPMG, Henry was a Senior Managing Director with Ewing Bemiss & Co. where he was instrumental in building the firm's energy investment banking effort, a market-leading advisory practice focused on developers of renewable and distributed energy projects, and providers of products and services to the oil and gas sector. Henry was also active in the Ewing Bemiss' principal investing activities. Prior to Henry's investment banking career, he was a supervising senior tax consultant in the financial services area with KPMG Peat Marwick LLP in Richmond, Virginia.

Representative Clients

- Selected M&A advisory engagements include the following:
- Sale of 144MW oil and landfill gas fired portfolio of power generation projects
- Sale of 20MW wind power plant located in the Midwest
- Buy-side advisory for a private equity firm's acquisition of a midstream oil and gas services company in Appalachia
- Sale of leading logistics and transportation company focused on oilfield products
- Sale of leading manufacture of gas processing plants
- Sale of the marine fuel distribution business for a leading fuel distribution company focused on the Southeast and Caribbean
- Sale of 42MW natural gas fired power plant located in the Midwest
- Sale of a 10MW portfolio of oil and gas fired demand and curtailment management projects
- Equity placement for a manufacturer and operator of anaerobic digestion vessels targeted to the food and beverage industry
- Sale of a portfolio of 50MWs of biomass power projects
- Debt recapitalization of a 20MW hydro power plant
- Equity placement for the development of a 120MW geothermal power plant

Stephen W. Guy

Managing Director & Group Head

KPMG Corporate Finance LLC
1 East Pratt Street, 6th Floor
Baltimore, MD 21202

Tel 410-949-8909
Fax 410-558-6854
Cell 410-403-4159
sguy@kpmg.com

Function and Specialization

Steve is a senior member of the Corporate Finance practice, specializing in advising on mergers, acquisitions and divestitures.

Education, Licenses & Certifications

- BS (Finance and Economics), Virginia Tech, Blacksburg, Virginia
- MBA (Finance), University of Maryland, College Park, Maryland
- General Securities Representative (Series 7)
- General Securities Principal (Series 24)
- Securities Agent (Series 63)
- Investment Banking Representative (Series 79)

Financing Specialist

Background

Steve joined KPMG Corporate Finance in 2001. His experience in both advisory and corporate capacities includes a wide range of corporate finance responsibilities, including execution and advisory work covering mergers, acquisitions, divestitures, private equity investments, financings, valuations, and strategic assessments.

Steve has worked with start-ups, private/family-owned, middle market public and Fortune 500 companies in a number of industries including business services, tech services and software, industrials, government contracting, engineering & construction, facilities management, logistics & transportations, aerospace and defense, healthcare/med devices and industrial services. Additionally, he has extensive international experience, having worked on cross border transactions involving companies based in Canada, Europe, Asia Pacific, and South America.

Professional and Industry Experience

Steve began his career at Goldman, Sachs & Co. in New York, and went on to lead the corporate business development activities for a US$4 billion non-regulated subsidiary of Columbia Energy Group. Prior to Columbia, Steve worked in a corporate development capacity for Perot Systems Corporation, a multi-national information technology services and consulting company, where he executed acquisitions, outsourcing engagements, joint ventures, and private equity investments.

Steve is Group Head of the Business Services industry sector and also leads the practice's institutional referral channel relationships, primarily with large bulge bracket investment banks, wealth advisors, law firms, regional accounting firms, and other key referral channels.

Representative Clients

- Advised AEA Technology Group plc on the sale of Project Performance Group to Global Analytics Information Technology Services
- Advised AEA Technology Group plc on the sale of Eastern Research Group Inc. to management
- Advised Siteworx, Inc. on its recapitalization with RLH Equity Partners
- Advised on the sale of RWD Technologies, LLC to General Physics Corporation (NYSE: GPX)
- Advised Empire Investment Holdings on the sale of their portfolio company, VITEC Solutions LLC
- Advised Electrolux AB on the sale of its Baring Industries division to Duray/J.F. Duncan
- Advised RWD Technologies, LLC on the sale of its performance improvement software division to Court Square Capital Partners

- Advised Diversified Maintenance Systems, Inc. on its recapitalization led Frontenac Company
- Advised IZI Medical Products on its recapitalization led by Riverside Partners
- Advised LifeShield Engineering Systems on its sale to The Sherwin-Williams Company (NYSE: SHW)
- Advised Rock-It Cargo on its recapitalization and raising mezzanine financing with Spring Capital
- Advised Zellweger Luwa Group on the sale of its Luwa Americas engineering division to management
- Advised Hewlett Packard's Managed Services division on a global acquisition mandate across 22 countries
- Advised CACI International on the review of their capital structure and optimal acquisition financing strategies
- Advised Vosper Thornycroft Holdings plc (VT Group plc) on its acquisition of Griffin Services, Inc.

Iain Tester

Director

KPMG Corporate Finance LLC
Primary Office Location
111 Congress Ave, Austin,
Texas 78735

Tel 512-501-6328
Cell 512-983-7484
iaintester@kpmg.com

Function and specialization
Iain is an advisory director in KPMG's Austin office. He specializes in infrastructure and project finance advisory

Education, licenses & certifications
- BEng (Hons) degree in civil engineering
- Chartered Engineer
- FINRA Licenses: Series 7, 63, 24
- Member, Institution of Civil Engineers

Water Sector Financing

Background

Iain has 13 years of advisory experience on infrastructure projects. He has a background in project finance banking and has structured senior funding facilities across a range of market sectors. Iain is currently advising the Indiana Finance Authority on the development of the East End Crossing project, part of the Ohio River Bridges Project.

Professional and industry experience

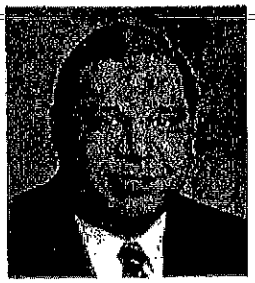
Iain has provided strategic and commercial advice on a number of water sector projects, including advice on assessing early project feasibility and project structures. Iain has advised many public and private owner clients in the development of project evaluation analyses; development of public sector reference cases in order to assess value for money and risk; reviewing financial models; and negotiating funding and commercial agreements.

Iain's select relevant sector experience includes:

- **NSC Agua** – development of Greenfield desalination project; including project evaluation and feasibility;
- **Aqua America** – confidential project; asset feasibility analysis
- **Tampa Bay Reservoir Project** – review of key commercial terms and proposed transaction structures;
- **Ajman Wastewater project, United Arab Emirates** – arranged senior debt finance and undertook credit analysis for limited recourse project finance asset
- **Umm Al Nar IWPP, United Arab Emirates** – arranged senior debt finance and undertook credit analysis for limited recourse project finance asset
- **Dalmuir Wastewater project, Scotland** – bid development and structuring for equity sponsors on a $80 million design, build, finance, operate and maintain waste water facility developed to meet EU clean water regulations.

Select project experience:

- **California High Speed Rail Authority:** provided financial and strategic advisory services to the Authority on the development of a funding and financing plans for the delivery of a $64 billion high speed rail service between San Francisco and Los Angeles;
- **Brent Spence Bridge** – development of options analysis for Ohio Department of Transportation regarding the development of $2.5 billion crossing over Ohio River;
- **Michigan Department of Treasury** – provided advice to establish public-private partnership program within the Department of Treasury.



Raj Shelat

Director

KPMG Corporate Finance LLC
Primary Office Location
1660 International Drive, McLean,
VA 22102

Tel 703-286-8706
Fax 703-563-9345
Cell 410-908-1252
rajshelat@kpmg.com

Function and specialization

Raj is an advisory director in KPMG's McLean office. He specializes in program/project management and oversight, strategic planning, performance measurement, process improvement, organizational review, and business continuity consulting services to state and local governments

Education, Licenses & Certifications

- Bachelors degree in civil engineering
- Masters degree in environmental engineering
- Masters degree in finance and international business
- Project Management Professional (PMP)
- FINRA Licenses – Series 79 and Series 63

Water Sector Procurement

Background

Raj is a director in KPMG's Infrastructure practice based in Washington DC metro area with more than 15 years of experience in program and project management support across all phases of the project lifecycle. His project management experience includes project planning, developing functional and technical requirements, project cost and schedule monitoring, performing process redesign, organizational and management reviews, and performing business continuity planning.

Professional and industry experience

Raj specializes in managing large scale consulting engagements covering capital improvement program planning, innovative service delivery models and funding strategies, program management, business process improvement, IT assessment and integration, and financial analysis for public sector utilities and transportation agencies. He has successfully developed comprehensive project management plans and has actively managed mission-critical projects for large federal and state agencies. Raj brings extensive knowledge and experience of managing high-profile projects with substantial public significance for a wide range of federal and state government organizations. Raj's select relevant project experience includes:

- **Tampa Bay Water:** Raj provided strategic and procurement advisory services for the ~$150 million rehab of the CW Bill Young Reservoir. KPMG's work entailed detailed review of project delivery options, market outreach, procurement structuring and implementation, and negotiations support.
- **Hillsborough County, Florida Water Department.** Raj led a team conducting a performance and operational review of the Department, including comprehensive review and assessment of applicable laws, statutes, ordinances, and business practices. The recommendations for improvement proposed by the team resulted in annual cost savings of approximately $3.5 million.
- **District of Columbia Water and Sewer Authority.** Raj led a project team to implement a new financial management system for the Authority. The project involved evaluating the Authority's core financial business processes, policies, procedures and practices, assessment of management information systems and gap analysis, and implementing a new accounting classification structure to improve financial reporting, budgeting, cost allocation, accounts payable, accounts receivable, and cash management functions.

Tampa Bay Water – Governance and Financing Study. Raj managed governance and financing study for the Tampa Bay Water Authority, a major water wholesaler in southwest Florida. The governance and financing alternatives were presented to the various state and local government agencies, legislatures, environment interest groups, and business associations to gain their feedback and acceptance. Recommendations presented in the final report were approved by the Florida legislatures in their entirety and the report was instrumental in passing of a state law that facilitated the reorganization of the Authority.

David M. Neuenhaus

Principal, Inbound Tax, Mergers & Acquisitions
Global Tax Lead, Infrastructure

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10154

Tel 973-912-6348
Fax 267-730-7536
Cell 917-400-9272
dneuenhaus@kpmg.com

Function and specialization
David specializes in advising institutional clients investing and structuring cross-border investments and acquisitions

Education, licenses & certifications

- LLM in Taxation, NYU
- JD, with honors and tax honors, Rutgers School of Law
- BA, Accounting, SUNY Buffalo
- Member of Legal Bar, States of New York and New Jersey
- Prior Past Chair, International Section , New Jersey State Bar Association
- Member of PREA

Tax Specialist

Background

David is a Tax Principal in KPMG's Inbound Tax practice. As a member of the Inbound Tax Practice, David is responsible for servicing and coordinating US tax matters in relation to a number of jurisdictions, including The Netherlands, the Nordic Region and Russia. He also serves as the Global Tax Lead for KPMG's Infrastructure Network.

David has lived and worked in both the US and Europe as a tax advisor and has more than 17 years of experience in tax planning and structuring transactions. David has assisted numerous companies successfully expand their operations into the US

Professional and industry experience

David is responsible for the coordination and delivery of tax services in relation to infrastructure projects. Recent activities include:

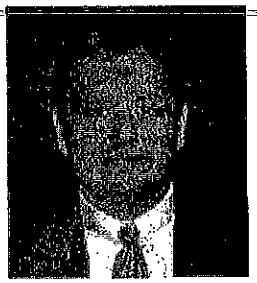
- Advising a foreign based consortium on the acquisition and subsequent IPO of a US portfolio company. Services provided include global coordination of due diligence, financing and structuring considerations, development of holding company structures, tax treaty planning and section 892 considerations.
- Advising client on the rationalization of existing US portfolio and investment holdings, and the development of procedures for the review and structuring of future investments, dispositions and tax compliance obligations. Considerations included coordination with home country tax rules, FIRPTA tax planning and reporting, publicly traded partnership (PTP) rules, the preservation and utilization of tax attributes, tax treaty planning and the administration of federal, state and international tax compliance burdens.
- Advising clients on the taxation and compliance burdens under special US withholding, documentation and reporting regimes, including Withholding Foreign Partnership rules and the FATCA/Intergovernmental Agreement rules.
- Advising a state port authority agency in relation to the lease/sale of port properties and expansion opportunities.
- Advising an infrastructure fund on classification of mid-stream asset for investor and restructuring related purposes

Publications and speaking engagements

David is a frequent speaker at tax seminars and trainings, as well as an author of a numerous articles, including:

- Tax Analysts, Tax Notes International, 'Inbound Investment Fund Problems and Withholding Foreign Partnership Status', Vol. 58, no. 4 (April, 2010).
- Tax Analysts, Tax Notes International, 'U.S. Tax Reporting Obligations for Foreign Intermediaries' Non-U.S. Securities', Vol. 47, No. 10 (September, 2007).

- The Journal of Private Equity, 'U.S. Tax Planning Considerations for Investments in Foreign Portfolio Companies', Vol 8, no. 1 (Winter 2004).
- Private Equity International, The 2004 Fund Administration Handbook, 'Going International' (June 2004).
- Tax Analysts, Tax Notes International, 'Circular Cash Doctrine in International Restructurings,' Vol. 35, No. 4 (July, 2004).
- BNA Tax Planning International Review, 'Restructuring Opportunities Under the U.S.-Netherlands Income Tax Treaty,' Vol. 29, No. 5 (May 2002).
- BNA Tax Planning International Financing, 'Commonly Encountered Qualified Intermediary Issues,' Vol. 2, No. 5 (May 2002).



Gregory Driscoll

Partner

KPMG Corporate Finance LLC
Primary Office Location
Two Financial Center
60 South Street
Boston, MA 20111

Tel 617-988-1018
Fax 212-954-5346
Cell 203-881-6084
gdriscoll@kpmg.com

Function and specialization
Greg specializes in providing audit services to state and local governments, including municipal governments, public authorities and public employee retirement systems.

Representative clients
- City of New York Water and Sewer System
- City of New York, NY
- City of White Plains, NY
- Commonwealth of Massachusetts
- County of Nassau, NY
- Massachusetts Bay Transportation Authority
- Massachusetts Department of Transportation
- New York City Transit Authority
- New York State and Local Retirement System
- Port Authority of New York and New Jersey
- State of New York
- State-Boston Retirement System

Professional associations
- Member, AICPA
- Member, GFOA CAFR Special Review Committee
- Member, AGA, Boston Chapter
- Member, New York State Society of Certified Public Accountants (NYSSCPA)
- Member, NYSSCPA Government Accounting and Auditing Committee

Education, licenses & certifications
- BS, Fairfield University
- Licensed CPA, New York State, Commonwealth of Massachusetts

GASB Specialist

Background

Greg Driscoll is a partner with 20 years of experience in providing audit services to state and local governments and not for profit entities throughout the Northeast region.

Professional and industry experience

Greg has significant experience serving government clients throughout the Northeast. During this time, Greg has led engagement teams performing financial statement audits, Federal and state single audits, services related to public offerings of debt, and other attestation services. Greg also has served as a technical resource for many of the firm's largest and most complex government clients, most recently as a member of the firm's GASB 53 Derivatives Team specializing in the accounting and financial reporting for derivative instruments.

From 2003 through 2010, Greg served in the firm's national Department of Professional Practice. In that role, Greg was responsible for providing technical assistance and training programs to field personnel primarily in the areas of governmental accounting, auditing and reporting. In this role, Greg was consulted by the engagement teams for numerous large state and local government clients in the resolution of varied complex accounting and financial reporting issues.

From March 2006 through June 2008, Greg served as the KPMG Practice Fellow with the Governmental Accounting Standards Board (GASB). While serving in this role, Greg was involved with many GASB projects, including:

- GASB Statement No. 51, Accounting and Financial Reporting for Intangible Assets
- GASB Statement No. 53, Accounting and Financial Reporting for Derivative Instruments
- 2007 and 2008 versions of GASB's Comprehensive Implementation Guide
- GASB's project on service concession arrangements (public-private partnerships)

As part of his work on the GASB service concession arrangements (public-private partnerships) project, Greg also worked with the International Public Sector Accounting Standards Board (IPSASB) on their similar project. Greg participated in IPSASB Board meetings and was the key staff member involved in the issuance of IPSASB's Consultation Paper, Accounting and Financial Reporting for Service Concession Arrangements. Greg continues to monitor the work of the IPSASB through his participation in the firm's IPSASB Subcommittee. Since returning from the GASB, Greg has continued to participate in the governmental accounting standard setting process. He has participated on a number of GASB task forces and advisory committees, including those associated with GASB Statement No. 60, Accounting and Financial Reporting for Service Concession Arrangements, GASB Statement No.

62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, the Derivative Instruments Implementation Guide, and revisions of the GASB Comprehensive Implementation Guide. He has also recently been appointed to the advisory committee for the new Pension Standards Implementation Guides. He also contributes to the firm's responses to GASB due process documents.

Publications and speaking engagements

- Frequent speaker at governmental accounting and financial reporting conferences sponsored by numerous state CPA societies and other industry organizations including the AICPA, AGA, NASACT, New York State GFOA, and New York State Association of Counties
- Presents on governmental accounting and financial reporting topics on KPMG sponsored webcasts and the firm's internal national training sessions
- Developed and presented training programs for many of the firm's largest government clients including the States of New York, North Carolina, Vermont and New Hampshire, the Cities of New York, Detroit, Milwaukee and Dallas and the Port Authority of New York and New Jersey
- Served as a guest lecturer at the John F. Kennedy School of Government at Harvard University
- Served as a reviewer of the GASB publication, What You Should Know About Your Local Government's Finances.
- Served as a reviewer of certain chapters of the 2010 and 2011 versions of the AICPA Audit Guide, State and Local Governments

Carlos Mourisca

Manager

KPMG Corporate Finance LLC
Primary Office Location
1801 K Street NW
Suite 1200
Washington, DC 20006

Tel 202-533-3464
Fax 202-379-7682
Cell 202-802-8132
cvillaswmourisca@kpmg.com

Education, licenses & certifications

- MBA, INSEAD
- MEng, IST, Portugal
- FINRA Licenses Series 79 and Series 63

Commercial Analyst

Background

Carlos is a Manager with KPMG's Infrastructure practice, based in Washington DC metro area, specializing in project finance with focus in the infrastructure sector. He has 8 years of experience in project finance, public-private partnerships, financial modeling and P3 valuation. Carlos has conducted complex financial analysis and deal modeling, in a project finance basis, for both private and public-sector client companies in the infrastructure sector. He has been involved in several infrastructure subsectors, such as transportation (roads and ports), social (hospitals and education), energy, public lighting, water and waste, and in the real estate sector.

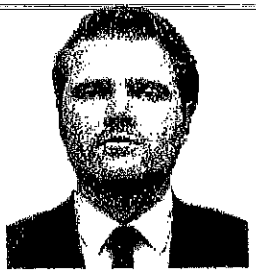
Carlos has served as the lead financial modeler numerous analysis for public sector clients and has assisted on all aspects of transactions, including project feasibility, commercial structuring, financial modeling, value for money analysis, and financial closes. Carlos can bring his international knowledge and experience in PPP projects to maximize value for you. His previous experience includes consultancy in one of the world's largest commercial real estate services firm and served as a project engineer to a top five structural design engineering company in Portugal.

Professional and industry experience

Carlos' select relevant experience includes:

- **Virginia Department of Rail and Public Transport** – Strategic, commercial, and financial advice to support the evaluation of options for financing rail improvements in the Commonwealth for the Office of the Secretary of Transportation and DRPT.
- **Port of New Orleans** – Carlos is part of the team advising the Port Authority in a feasibility study for the extension of a container terminal, utilizing a PPP structure.
- **North Carolina Department of Transportation (NCDOT) | Tolling and P3 screening** – Assisted NCDOT in screening a list of projects for potential tolling and/or P3 opportunities.
- **North Carolina Department of Transportation (NCDOT) | I-77 HOT Lanes** – Carlos was part of the team advising the DOT on the I-77 HOT lanes project. Carlos was engaged in the bid evaluation process.
- **New Orleans Public Belt Railroad** – Carlos is assisting NOPB railroad in a financial analysis of a potential project.
- **NSC Agua | Rosarito desalination plant** – Assisted NSC Agua in preparing the project's financial model and an information memorandum for potential equity investors.
- **Virginia Port Authority** – Carlos is part of the team advising VPA in the renegotiation of a terminal operations lease.

- **City of Indianapolis | New Consolidated Justice Facility** – Assisted the City in evaluating bids from the private sector regarding a new consolidated criminal justice center for Indianapolis-Marion County.
- **Pennsylvania Department of Transportation (PennDOT) | Rapid Bridge Replacement** – Assisted PennDOT in evaluating bids from the private sector regarding the P3 concession contract for the replacement and 25-year maintenance of approximately 600 structurally-deficient bridges statewide.
- **Portuguese Road Authority** – P3 financial advisory, renegotiation of concession contracts, business plan development, cost-benefit analysis and feasibility studies.



Michiel Roodenburg

Senior Associate

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10154

Tel 212-954-6086
Cell 917-825-9523
michielroodenburg@kpmg.com

Education, licenses & certifications

- MSc Finance & Investments, Erasmus University & Tel Aviv University
- BSc Business Administration, Erasmus University
- FINRA Licenses: Series 79 and 63

Financial Analyst

Background

Michiel is a Senior Associate with KPMG's US Infrastructure practice. Previously, he was employed by KPMG Sustainability in The Netherlands, working in risk management consulting with a focus on sustainability and environmental issues.

Prior to joining KPMG in 2012, Michiel co-founded the non-for-profit 'Cycle for Water' and cycled 20,000 miles from the Arctic to the Antarctic to raise actionable attention to the world's freshwater and sanitation issues. Often quoted on environmental and social issues (e.g. CNN, The Huffington Post, USA Today, Times of India), he has assisted 6185 people in rural areas to get access to clean drinking water through infrastructure projects.

Michiel has strong (intercultural) organizational and communication skills, and international experience in sustainability assurance and advisory, as well as infrastructure related project finance. He has studied, worked and/or lived in over 30 countries (including The Netherlands, The UK, Norway, India, United States, Saudi Arabia, Spain, UAE, Syria, Gabon, The United Kingdom and Israel) and is fluent in Dutch and English.

Infrastructure professional and industry experience

- **Brent Spence Bridge:** Michiel is assisting with the financial modeling and options analysis on the Brent Spence Bridge Project, which is in the pre-procurement phase.
- **UMBA:** The University of Massachusetts Building Authority is currently evaluating alternative delivery options for a number of projects. Michiel is assisting the client with the value for money analysis and market sounding activities as well as the legal/legislation considerations.
- **MBTA:** Michiel assisted the Massachusetts Bay Transportation Authority with the price proposal evaluations for the orange and red lines rolling stock procurement. Responsibilities, including the development of an Independent Cost Estimate (ICE).
- **NCDOT:** Michiel supported the North Carolina Department of Transportation on the I-77 Hot Lanes financial capacity analysis, next to procurement assistance and communication plan development, in addition to assisting with financial modeling towards Financial Close.
- **PennDOT:** The Pennsylvania Department of Transportation (PennDOT) issued an RFQ in December 2013 for the Rapid Bridge Replacement Project (RBR Project), which will be structured as a DBFM, availability-based P3. Michiel has provided support to senior staff through the procurement process.

Sustainability advisory experience

- **Royal Philips:** Michiel performed extensive analysis of the EHS (Environment, Health and Safety) systems, including hazardous waste reporting systems and policies.

- **Statoil:** For this Norwegian energy company, Michiel conducted site visits and performed assurance analysis on the sustainability strategy and EHS metrics.
- **SABIC:** SABIC, active in chemicals, polymers, fertilizers and metal, is a large company in the Middle East. Michiel performed carbon footprint analysis on the company's emissions. Michiel also performed EHS audits at a number of SABIC production facilities in Saudi Arabia.
- **Dutch Government:** Michiel reviewed a wide variety of energy efficiency policies and performed analyses on (Tax/Investment) incentives to reduce energy consumption of energy intensive industries in The Netherlands. He led the interview and survey program with over industrial 100 facilities.
- **GBPN**: For the Global Buildings Performance Network, Michiel explored market hurdles and barriers, as well as opportunities for energy savings companies in emerging markets. He also performed an analysis of global practices, with a focus on the US as a practice market.

Jonathan McClelland

Senior Manager

KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Tel 212-758-9700
Cell 917-573-7492
jonathanmcclelland@kpmg.com

Function and Specialization
Jonathan McClelland is a Senior Manager in KPMG's Economic and Valuation Services (EVS) practice. He provides economic services to KPMG's clients and has 13 years of consulting experience.

Representative Clients
- Con Edison
- PSEG
- Iberdrola USA
- New York City Mayor's Office
- Long Island Power Authority
- Rentech
- United Wind

Professional Associations
- USAEE

Languages
English

Education, Licenses & Certifications
- MA in International Economics & Relations from Johns Hopkins-SAIS
- B.Economics and B.Commerce (Hons) from University of Queensland, Australia

Regulatory Specialist

Background

Jonathan McClelland is an experienced economist and project manager. His focus is primarily on the energy sector where he advises utilities, policy makers, project developers and clean tech ventures on industry and project economics. During his career, Jonathan has completed engagements for clients in the UK, Australia and throughout the United States. Prior to joining KPMG, he worked for a variety of energy focused consulting firms, including PA Consulting, IHS, Power Capital, and M.J. Beck Consulting. Jonathan is a Council Member of the US Association for Energy Economics and serves as an Adjunct Professor at New York University's Center for Global Affairs. He is a member of the Associated Press (AP) Board of Economists, a reviewer for the JISEA Innovative Research Awards Program at the National Renewable Energy Laboratory (NREL), and is a mentor to clean tech start-up companies through PowerBridge NY and The Cleantech Open.

Professional and Industry Experience

Economic Analysis

- Led the market entry assessment of the US renewable power sector for an international EPC/developer client examining financial structures, project characteristics, market and regulatory risks, competitive environment and growth projections.
- Project manager for a market and technical review for a proposed coal-to-gas conversion of a 600MW power plant located in PJM for a strategic investor. The review included evaluating the process behind energy and capacity price assumptions, market heat rates, hedging strategies and others.
- Led a series of workshops for Con Edison's Energy Efficiency Department focusing on the economics of the company's demand response and energy efficiency programs. Workshop topics included the economics of free ridership, spillover, investment deferral, and emissions reductions and general cost-benefit testing.
- Project Manager for an engagement assisting the City of New York in reviewing the major energy related areas of its long term sustainability plan (PlaNYC) including the city's energy supply portfolio and demand reduction initiatives.
- Led the economic analysis stream for a joint university-consultant team working with Con Edison Distribution Engineering department on the economic impact of a permanent voltage reduction on the utility system and the customer.
- Developed a financial model to assess the economics of customer sited wind generation for United Wind. The model captured all areas of value including renewable incentives, the avoided cost of purchasing power from the local utility and revenues from net metering.

- Engagement Director for a project to build a financial model for a solar project developer showing the investment returns on a portfolio of customer-sited solar power development projects.
- Project Manager for a project to help a New York utility holding company prepare for a NYPSC audit of the electric reliability tracking and outage reporting processes of two upstate utilities.
- Project Manager for a project assisting in the development of an energy strategy for the City of Moscow. The project incorporated detailed analysis of the infrastructure

Joanne Beatty

Director, Climate Change and Sustainability, Advisory Services

KPMG Corporate Finance LLC
Primary Office Location
717 North Harwood Street
Dallas TX 75201-6585

Tel 214-840-6787
Cell 214-934-9360
jbeatty@kpmg.com

Function and specialization

Joanne is experienced in assessing environmental compliance, environmental regulatory and policy development and promulgation. Joanne has assisted clients develop business cases for infrastructure investment, prepared strategic adaptation plans to mitigate the effects of a changing climate and develop sustainable approaches to business and resource management that lead to tangible goals and outcomes.

Education, licenses & certifications

- Bachelor of Arts (Honors in Geography), University of Melbourne, Australia
- Masters of Public Policy, University of Melbourne, Australia
- GRI Certified G4 Sustainability Reporting Course – Administered by ISOS Center for Social Responsibility- Dallas, TX

Environmental Specialist

Background

Joanne has over 26 years of natural resource management experience working in the public and private sectors. Joanne joined KPMG in 2008 after 20 years in senior executive roles in the Australian public sector. Joanne has worked in KPMG's Australian and US sustainability services practices, moving to the US in 2010 and has extensive experience in water security, sustainable resource management and climate change adaptation. Joanne's professional experience spans a range of sectors including energy and natural resources, government, ICT, pharmaceutical, consumer and industrial markets and utilities. Joanne was KPMG's Global representative on the World Business Council for Sustainable Development, Water Leadership Group and Water Stewardship Pathway group for the period 2010 to 2014.

Professional and industry experience

Joanne has extensive experience in water security, sustainable resource management and climate change adaptation. Prior to joining KPMG Joanne was the Director in the State Office of Water responsible for overseeing the performance of eight water utilities, including three retailers, a metropolitan wholesaler and four regional urban water authorities. Recent relevant experience includes:

- **World Business Council for Sustainable Development:** Development of leading practices in watershed approaches by global companies
- **Federal Government.** Assisted in the preparation of the Murray-Darling Basin Plan plain English summary of the plan which provides an integrated and strategic approach to water resource management in one of Australia's most significant catchments.
- **State government Department:** Preparation of a business case to support Commonwealth funding of $85 million towards a preferred option to reduce salt loads in sewerage discharged to waterways in the Murray-Darling Basin
- **State Government Department:** Assistance and advice in the development and funding of a long-term plan to help ensure the future sustainability of the Coorong, Lower Lakes and Murray Mouth.
- **Major beverage manufacturer:** Water risk assessment advice for a major Australian and New Zealand beverage manufacturer. This included mapping their water footprint and assessing the water scarcity risks to their business.
- **State Government Department:** Advice on demand and supply scenarios, development of an adaptive management framework and demand management options to inform South Australia's Water for Good water security plan.
- **Major regional water corporation.** Joanne assisted in the development of a planning framework for a major regional urban

water utility. The planning framework will assist the water corporation prepare for its pricing review.

- **Federal Government Department:** Specialist water advice on the due diligence assessment of water projects seeking Commonwealth funding under the $12.9 billion Water for the Future program.
- **Confidential private sector client:** Joanne provided advice on options to sell high security water entitlements including pricing, risks and opportunities in the current market to a private sector client seeking to optimize a financial return on its water entitlements.
- **State Government Department:** Joanne led the preparation of a technical and advisory report which dealt with options for increasing the level of metering in urban areas to support the use of two-part pricing structures.

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG LLP

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: 13-15565207

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

__Ltd. Liability Co ____Closely Held Corp X__Other (specify) Limited Liability Partnership

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):

Please find attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

There are no officers nor individuals that hold a ten percent (10%) or greater ownership interest in the proposer.

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.

KPMG LLP holds ownership inters in other entities, but, except as noted ~~in Appendix E~~ Below TM, no affiliates will be involved in performing services to the County

KPMG Corporate Finance, KPMG Global Services and KPMG Global Delivery Center

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):

Thomas Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154 (212) 954-3090

Ed Lee, Partner, 1305 Walt Whitman Road, Suite 200 ,Melvile, NY 11747, (631) 425-6053

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

The government contacts were strictly related to the formal RFP procurement process.

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

Tom Mulvihill and Ed Lee are registered New York State Lobbyists for KPMG LLP.

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

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

Dated: 7/22/16 Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

Attachment to Consultant's Contractor's & Vendor's Disclosure form

Delle, Jaclyn

From: Miller, Chad E <cemiller@KPMG.com>
Sent: Wednesday, July 27, 2016 4:21 PM
To: Delle, Jaclyn; Denion, Conal
Cc: Mulvihill, Thomas M; Denion, Conal; Conkling, Steven
Subject: RE: Nassau County contract questions from Legislature

Jaclyn,

Thanks for talking with me today about the questions that were raised on the Firm's form.

With respect to Q. 5, here is a revised response:

KPMG LLP is a Delaware limited liability partnership with more than 2,000 partners and principals, none of which owns more than 5 percent of the voting shares of the partnership. As it is impractical to list all of them, KPMG is identifying those individuals who will be working on the subject contract:

Thomas Mulvihill, an Advisory Managing Director, is leading the engagement. Edwin Crooks, an Advisory Managing Director, is also assigned to the contract. The following partners/principals are subject matter experts who are expected to be consulted during the course of contract performance:

1. Timothy Wilschetz
2. Anthony Dalessio
3. Edward Lee
4. David Neuenhaus
5. Gregory Driscoll
6. Stephen Guy
7. Iain Tester
8. Henry Berling

With respect to Q. 7(b), here is a revised response:

> As noted above, Ed Lee and Tom Mulvihill are registered with the State of New York and Nassau County as lobbyists. With respect to this matter, however, all communications have been in accordance with the requirements of the RFP. No communications have taken place outside of the normal procurement process.

Please let me know if there are any other questions.

Kind regards,
Chad

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

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 6500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Global Delivery Center

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

KPMG LLP (US)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP (US)

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See 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: 7/25/16 Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

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

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Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
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Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
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Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Global Services

Address: 8th Floor, Building No. 10, Tower - B, DLF Cyber City, Phase - 2

City, State and Zip Code: Gurgaon, Haryana, India

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Private Limited Co. Other (specify) (under Indian law)

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):

KPMG LLP (US), KPMG UK, KPMG India

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP (US), KPMG UK, KPMG India

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See 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: 7/25/16 Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

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

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Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Corporate Finance LLC

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

__X__ Ltd. Liability Co ____Closely Held Corp ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Philip J. Isom, President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Rebecca Brockmeier, Vice President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Al Izaguirre, Chief Compliance Officer - 303 Peachtree Street, Suite 2000, Atlanta, GA 30308

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KPMG LLP

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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: 7/25/16 Signed: [signature]

Print Name: Thomas Mulvihill

Title: Managing Director

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) KPMG LLP, having an office located at 345 Park Avenue, New York, New York 10154 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and shall terminate two years thereafter, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, that the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. (a.) The services to be provided by the Contractor under this Agreement shall consist of providing financial advisory services to the County in connection with a potential public-private partnership transaction (the "Services") involving the County's sewer system (the "System"). The transaction may consist of the concession, lease, or other similar arrangement involving the System, including, but not limited to, a public-private partnership (the "P3 Transaction" or "Transaction"). Such Services shall include, but are not limited to:

(i) Providing strategic advisory services, which shall include but not be limited to:

a. Gathering financial and operational data related to the System;
b. Performing a transaction structure analysis;
c. Conducting market soundings with private sector participants;
d. Performing a preliminary valuation analysis;
e. Assisting with the development of a communications plan;
f. Assisting with the development of a procurement strategy;
g. Delivering a summary of the market soundings, a summary of outputs of the financial model demonstrating various option valuations based on the selected delivery structures, and a draft information memorandum;
h. Preparing marketing and related documents;
i. Preparing and developing, in collaboration with the County's legal counsel, a request for qualifications ("RFQ");
j. Advising the County, in writing, on the valuation of the System, including, but not limited to, the evaluation criteria and methodology used by the

Contractor;

k. Delivery of the anticipated transaction value, which shall be mutually agreed upon by the County and the Contractor;
l. Planning and facilitating marketing of the Transaction; and
m. Delivering a summary and assisting with the evaluation of the responses to the RFQ.

(ii) Coordinating with the County's bond counsel regarding debt defeasance and other matters; and

(iii) Hosting and managing the online data room for the P3 Transaction.

Contractor shall provide the Services as set forth in Tasks I through IV, attached to this Agreement as Appendix A. Contractor shall not commence work on any Task until receiving written notice from the County to proceed with such Task.

(b.) Future Services. The County is entering into this Agreement with the Contractor for the Services, including Tasks I through IV, in accordance with the terms and conditions of the Request for Proposals for a P3 Transaction Facilitator Services for the Nassau County Sewer System dated May 17, 2016, as amended (the "RFP"). To the extent the County requires the financial advisory services set forth in Tasks V through VII, attached to this Agreement as Appendix A-1 (the "Future Services"), the County may, but is under no obligation to award a contract for such services to the Contractor in accordance with the terms and conditions of the RFP. The fees paid to the Contractor for Future Services shall be those submitted in response to the RFP unless more favorable terms are negotiated by the County. Contractor agrees such fees submitted in response to the RFP shall remain valid for the term of this Agreement. Any such fees paid to the Contractor shall be in addition to fees payable hereunder. The terms and conditions of any such engagement shall be set forth in a separate written agreement, subject to all County and governmental approvals. Contractor acknowledges and understands that the County may, in its sole discretion, award a contract for Future Services to another vendor.

3. Payment. (a) Amount of Consideration. The Contractor shall be paid the following, which shall be inclusive of all costs and disbursements:

(i) a flat fee upon completion of each Task for Tasks I through IV in accordance with Appendix A, as follows:

Task I Fee: one hundred ninety-seven thousand, nine hundred twenty-five dollars ($197,925), payable upon completion of the Task as evidenced by delivery of a range of valuations of the status quo and concessionaire scenarios upon acceptance by the Department, which shall not be unreasonably withheld;

Task II Fee: two hundred seven thousand, five hundred eighty-five dollars ($207,585), payable upon completion of the Task as evidenced by delivery of a market sounding and due diligence summary upon acceptance by the Department, which shall not be unreasonably withheld;

Task III Fee: one hundred eighteen thousand, six hundred twenty dollars ($118,620), payable upon completion of the Task as evidenced by delivery of final comments on the draft RFQ and a summary of recommended market participants upon acceptance by the Department, which shall not be unreasonably withheld; and

Task IV Fee: three hundred sixty-three thousand, four hundred thirty-eight dollars ($363,438), payable upon completion of the Task as evidenced by delivery of a summary of the Contractor's evaluation of the statement of qualifications and delivery of the anticipated transaction value upon acceptance by the Department, which shall not be unreasonably withheld.

(ii) a fee capped at ten thousand dollars ($10,000.00) for data room services from a third party vendor, payable monthly upon receipt of invoice(s).

Contractor acknowledges that the County retains the right to terminate this Agreement at any time. If this Agreement is terminated, the County shall only be liable to pay Contractor for completed Tasks I through IV.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of

interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended (the "Living Wage Law") , and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law;

(ii) Failure to comply with the Living Wage Law may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of 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 or applicable professional standards. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion or when required by applicable professional standards. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor acknowledges that it is authorized to do business in the State of New York to provide financial advisory services to the County.

(b) 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.

(c) The Contractor shall deliver services under this Agreement in accordance with the professional standards applicable to the services that Contractor is performing. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) Contractor shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Contractor or a Contractor Agent, provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the County.

(b) Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at 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 Contractor is responsible under this Section, and, further to Contractor's indemnification obligations, Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel 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 Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim, and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) automobile liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be written by one or more commercial insurance carriers licensed or authorized to do business in New York State and 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 similar 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 cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. For purposes of this Section, the County approves the Contractor's use of the following subcontractors: (i) KPMG Corporate Finance LLC; (ii) KPMG Global Services; (iii) KPMG Global Delivery Center; and (iv) any other KPMG member firms.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, provided that the Contractor has been afforded a reasonable opportunity to cure the "Cause" and has failed to do so; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement upon receipt by the Contractor of written notice of termination, (iv) upon mutual written Agreement of the County and the Contractor, and (v) 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.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate timekeeping and expense records, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Contractor shall prepare, maintain and retain Records in accordance with its Partnership Agreement, Bylaws and Operating Method Accounting Policies and Guidelines, primarily utilizing the accrual method of accounting. Where not otherwise prescribed, Contractor shall do so in accordance with accounting principles generally accepted in the United States of America (GAAP). Such Records shall at all times, upon reasonable advance notice and during normal business hours, be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and

construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The County acknowledges the Contractor has paid the County an administrative service charge of five hundred thirty-three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006.

21. Limitation of Liability. Notwithstanding anything else herein to the contrary, except for claims for death, bodily injury, or damage to tangible property, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to three times the amount of fees paid or owing to Contractor under the Contract, or five million dollars ($5,000,000), whichever is greater. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.

22. Management Decisions. The County acknowledges and agrees that Contractor's services may include advice and recommendations; but, all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the County. The Contractor will not perform management functions or make management decisions for the County.

23. Third Party Usage. Any advice, recommendations, information, deliverables or other work product provided to the County under this Agreement is for the sole use of the County, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the County will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor's prior written consent. Contractor acknowledges that the County may reference, or attach as an exhibit, the Contractor's advice, recommendations, information, deliverables, or other work product in or to any internal staff summary or other write-up included as part of the project documentation that is filed with the Clerk of the Nassau County Legislature in the ordinary course of seeking the requisite County approvals for the Transaction.

24. Electronic Communications. Contractor may communicate with the County by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The County accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices, to the extent the Contractor has taken reasonable steps to protect the security of these communications). The County agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to the County shall supersede any previous versions transmitted electronically by Contractor to the County unless no such hard copy is transmitted.

25. Active Spreadsheets and Electronic Files. Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Agreement. If the County requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, which shall not be unreasonably withheld, make such item available to the County for the County's internal use only and such item shall be considered a deliverable (subject to the requirements herein); provided that the County is responsible for obtaining the right to use any third-party products necessary to use or operate such item.

26. Use of Vendors. The County acknowledges that in connection with the performance of services under the Contract, Contractor may use the services of KPMG controlled entities and/or KPMG member firms to complete the Services required by this Agreement. The County also acknowledges that in connection with the performance of Services under the Agreement, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of the County. Contractor represents to the County that each such vendor has agreed to conditions of confidentiality with respect to the County's information to the same or similar extent as Contractor has agreed to pursuant to this Agreement. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, the County consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of the Contractor for the purposes set forth herein.

27. County Vendors and Conflicts. The County is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the County. Contractor will perform an internal search for any potential client conflicts relating to any of the County's vendors identified by the County as having a role in connection with Contractor's performance of this Agreement. The County hereby agrees that a vendor's status as a Contractor client does not in and of itself impact Contractor's engagement to perform this Agreement. Contractor will advise the County of any conflicts of interest that could prevent it from performing the Agreement. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm, provided that the Contractor implements reasonable controls to identify actual or potential client conflicts. Should any new information come to Contractor's attention, Contractor will promptly notify the County. Contractor shall perform this Agreement in accordance with applicable professional standards and in no event does this provision intend to exempt the Contractor from professional obligations with respect to client conflicts.

28. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County, subject to the limitation provided in Section 31 below.

29. Ownership of Materials. The Contractor retains all ownership rights in any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Agreement. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to the County a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with the County's use of the deliverables.

30. County Acknowledgment of Type of Services Provided Under this Agreement. The County is represented by, and will rely on the advice of an independent registered municipal advisor, in connection with any municipal derivatives, guaranteed investment contracts, or investment strategies ("municipal financial products") or the issuance of municipal securities for the System or any P3 Transaction. It is understood and agreed that KPMG LLP is not registered with the SEC as a municipal advisor and that the County is not asking KPMG LLP to provide, and KPMG LLP will not provide, any services to the County which would require registration as a municipal

advisor, including but not limited to advice with respect to municipal financial products or the issuance of municipal securities. Accordingly, KPMG LLP will not make recommendations relating to municipal financial products or the issuance of municipal securities, and KPMG LLP will not owe a fiduciary duty to the County under Section 15B of the Securities Exchange Act of 1934. The County represents to KPMG LLP that if the County desires municipal advisor services in connection with or related to the subject matter of this Agreement, it will obtain such services from another party. While Contractor does not provide legal advice or legal opinions, Contractor will work closely with (i) the County's counsel to assist with negotiations and (ii) the County's bond counsel and municipal advisor to address debt defeasance and other matters.

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

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

KPMG LLP

By: _____
Name: Thomas Mulvihill
Title: Managing Director
Date: 8/29/16

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: County Executive
☑ Deputy County Executive
Date: 12/16/16

PLEASE EXECUTE IN BLUE INK

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

On the 29th day of August in the year 2016 before me personally came Thomas Hulvihill to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Director of KPMG LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

On the 21st day of December in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2020

Appendix A

TASK I – Evaluate Impact on Rates of Status Quo and Concessionaire Scenarios

- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure.
- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity. This will require the creation of three (3) scenarios based on a low, moderate and high rate of return for the investor.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction ("RFQ").
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority ("NIFA") to discuss the RFQ, the objectives for the RFQ, and confirm Contractor's role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain input and information for the preparation of the final RFQ.
- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.
- Attend respondent interviews.
- Market the transaction as necessary.

TASK V - Assist in the Preparation of the Request for Proposals

- Assist the County and County advisors in the preparation of internal drafts of the request for proposals for the P3 Transaction ("P3 RFP") based upon comments and discussions with the County and County advisors in preparation for distribution to qualified respondents to the RFQ.
- Attend any meetings and conference calls with the County, County advisors and NIFA, as necessary, to finalize the P3 RFP in preparation for distribution to the respondents to the RFQ.
- Market the transaction as necessary.

TASK VI - Support the Request for Proposal Process

- Assist with responses to questions and requests for clarification submitted by the proposers concerning the P3 RFP and proposed concession agreement.
- Assist the County and County advisors with the preparation of addenda during the proposal process.
- Review and comment on relevant portions of the proposals.
- Provide related assistance to the evaluation committee, as requested, with evaluation of proposals received in response to the P3 RFP.
- Attend proposer interviews.

TASK VII - Support the Concession Agreement Negotiation and Award Process

- Assist the County and County advisors in the negotiation of the final concession agreement with the selected proposer(s).
- Assist the County and County advisors, as necessary, in the financial aspects of the concession agreement and appendices to reflect such negotiations.
- Attend meetings and conference calls and perform related activities in relation to the negotiation process.
- Assist the County with presentations to, and discussions with, the County Legislature, the County Comptroller, NIFA and community groups, as necessary.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection

with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be

included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that

are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The ~~chief executive officer~~ managing director of Contractor is:

Thomas Mulvihill (Name)

345 Park Ave, NY, NY 10154 (Address)

212 954 3090 (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:

None

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:

None

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.

7/25/16
Dated

Signature of ~~Chief Executive Officer~~ Managing Director

Thomas Mulvihill
Name of ~~Chief Executive Officer~~ Managing Director

Sworn to before me this

25 day of July, 2016.

Notary Public

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

E·136·17

Contract ID:CQCO16000001 Department: Comptroller

Capital:

SERVICE: CAFR preparation assistance

NIFS ID #:CLCO17000003 NIFS Entry Date: 02-MAY-17 Term: from 01-JAN-16 to 31-DEC-18

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Albrecht, Viggiano, Zureck & Company, P.C.**	Vendor ID#: **112556624**
Address: 25 Suffolk Court Hauppauge, New York 11788	Contact Person: Jeffrey Davoli, CPA
	Phone: (631) 434-9500

Department:
Contact Name: Sergio Blanco
Address: Address 240 Old Country Road, Mineola, NY
Phone: 571-2854

RECEIVED
NASSAU COUNTY
ATTORNEY
2017 MAY 26 P 1:44

Routing Slip

Department	**NIFS Entry: X**	**11-MAY-17 -- SBLANCO**
Department	**NIFS Approval: X**	**24-MAY-17 -- JGARNER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**24-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**24-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**24-MAY-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**26-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**26-MAY-17 -- ENAUGHTONCE**

Leg. Affairs	**Approval/Review: X**	**25-MAY-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.
Method of Procurement: RFP
Procurement History: The Comptroller¿s Office issued a request for proposals. AVZ was the sole firm to respond. The Selection Committee, composed of three (3) employees from the Comptroller¿s office, evaluated the proposals based on the criteria set forth in the RFP. AVZ demonstrated its vast array of knowledge with respect to government accounting. Most importantly, AVZ has prepared CAFRs for other governmental agencies in the past, including the three towns in Nassau County.
Description of General Provisions: Prepare and print the County¿s fiscal year 2015, 2016 and 2017 CAFRs in accordance with Generally Accepted Accounting Principles (¿GAAP¿); prepare all CAFR drafts and final financial exhibits; meet with the outside auditors and County representatives to discuss the details of required reporting; work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.
Impact on Funding / Price Analysis: $21,250.00.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**CO10**
Resp:	**1200**
Object:	**DE503**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 21,250.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 21,250.00**

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
1	COGEN1200 DE503	$ 21,250.00
	TOTAL	$ 21,250.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Albrecht, Viggiano, Zureck & Company, P.C.

2. Dollar amount requiring NIFA approval: $21250

Amount to be encumbered: $21250

This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/16 - 12/31/18
Has work or services on this contract commenced? Y ____

If yes, please explain: See attachment

4. Funding Source:

X General Fund (GEN)
Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 100

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 24-MAY-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Hon. George Maragos
Nassau County Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 • Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

Additional Response for NIFA form question #3

Due to the inadequacies of the County's current financial system, it is necessary to utilize the services of an outside accounting firm, AVZ, to assist in the compilation of the County's Comprehensive Annual Financial Report (CAFR). AVZ's process, by use of their proprietary software, acts as a secondary review of the data compiled to ensure that the County's financial statements are accurate.

During the 2015 year-end audit, several issues occurred that required additional work by AVZ that was outside the scope of the original contract. One such issue was the delay in receiving the Nassau Medical Center's (NUMC's) financial statements seven weeks after the requested deadline. This required additional draft CAFRs to be prepared and reviewed by AVZ, thus necessitating additional staffing on their part to expedite the issuance of the CAFR as close to the June 30th deadline as possible. The Medical Center has missed this deadline over the past three years. Because there is a deadline for releasing the County's CAFR, the Comptroller's Office instructed the firms to do what was necessary to complete the work needed for the issuance of the CAFR.

Delays in the release of the CAFR affect NYS reporting, rating agencies' review of the County's financials, Federal Awards and bond covenants, therefore, it is in the best interest of the County to release the annual CAFR as close to the deadline as possible.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report ("CAFR"), 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 Albrecht, Viggiano, Zureck & Company, P.C.

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: Albrecht, Viggiano, Zureck & Company, P.C.

CONTRACTOR ADDRESS: 25 Suffolk Ct., Hauppague, NY 11788

FEDERAL TAX ID #: 11-2556624

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 June 30, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 7, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. [x] Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. [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

May 18, 2017
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.***

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?

Yes - Nassau Forward

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: Albrecht, Viggiano, Zureck & Co., P.C.

Dated: 4/26/17

Signed: Jill K. Gunzel

Print Name: Jill K. Gunzel

Title: Partner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jill K. Gunzel
   Date of birth 07 /08 /1977
   Home address 25 Suffolk Court
   City/state/zip Hauppauge, NY 11788
   Business address 25 Suffolk Court
   City/state/zip Hauppauge, NY 11788
   Telephone 631-434-9500
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder ____/____/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner 07 /01 /2015
   Vice President ____/____/____ _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [✓] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES [ ] NO [✓] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES [✓] NO [ ]
   If Yes, provide details.
   Treasurer of the Mental Health Association of Nassau County (MHA)

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? YES [✓] NO [ ]
If Yes, provide details. Yes, grant funding for the MHA.

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?
   YES [ ] NO [✓] If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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? YES [ ] NO [✓] If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES [ ] NO [✓] If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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?
YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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, Jill K. Gunzel, 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 5th day of April 20 17

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Jill K. Gunzel
Print name

Jill K. Gunzel
Signature

Partner
Title

4 / 5 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas Murray

   Date of birth 3 / 6 / 1954

   Home address 78 Benson Avenue

   City/state/zip Sayville, NY 11782

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip _____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 9 / 1 / 1987

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 9 / 1 / 1987

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ☑; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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?
YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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, Thomas Murray, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Thomas Murray
Print name

Thomas Murray
Signature

Shareholder
Title

4/10/17
Date

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Charles Mattern

   Date of birth 03 / 15 / 1960

   Home address 35 Hobson Avenue

   City/state/zip St. James, NY 11780

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip _____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 9 / 1 / 2003

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 9 / 1 / 2003

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ☑; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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?
YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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, Charles Mattern, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Charles Mattern
Print name

Charles Mattern
Signature

Partner
Title

4 / 10 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jeffrey S. Davoli

   Date of birth 06 / 16 / 1962

   Home address 32 Westmoylan Lane

   City/state/zip Coram, NY 11727

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip ____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder 9 / 01 / 2003

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner 9 / 01 / 2003

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ☑; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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?
YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ If Yes, provide details for each such year.

CERTIFICATION

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I, Jeffrey S. Davoli, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Jeffrey S. Davoli
Print name

Signature

Shareholder
Title

4, 10, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name Joseph Ferreira

   Date of birth 05 / 28 / 1962

   Home address 13 Magnolia Lane

   City/state/zip Smithtown, NY 11787

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip _____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 9 / 1 / 2003

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 9 / 1 / 2003

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ☑; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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?
YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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, Joseph Ferreira, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Joseph Ferreira
Print name

Joseph Ferreira
Signature

Shareholder
Title

4 / 10 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Robert Quarte

   Date of birth 11 / 09 / 1956

   Home address 500 Marseille Path

   City/state/zip Sayville, NY 11782

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip _____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 2 / 1 / 1998

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 2 / 1 / 1998

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ☑; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☑ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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?
YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ 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, Robert Quarte, 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 11th day of April 20 17

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Robert Quarte
Print name

Signature

Partner
Title

4 / 11 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John Shillingsford

   Date of birth 08 / 15 / 1963

   Home address 66 Wintercress Lane

   City/state/zip E. Northport, NY 11731

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone 631-434-9500

   Other present address(es) None

   City/state/zip _____

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 7 / 1 / 2007

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 7 / 1 / 2007

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☑ NO ___ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☑ NO ___; If Yes, provide details.
   Vice President of the NYS Society of CPAs, 6/1/16-5/31/17

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? YES ___ NO ☑
If Yes, provide details. None to the best of my knowledge.

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:
None to the best of my knowledge.

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ☑ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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.)
None to the best of my knowledge.

   a) Is there any felony charge pending against you? YES ___ NO ☑ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ☑ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ☑ 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? YES ___ NO ☑ 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? YES ___ NO ☑ 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? YES ____ NO ☑ 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? YES ____ NO ☑ If Yes, provide details for each such investigation. No to the best of my knowledge.

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? YES ____ NO ☑ If Yes; provide details for each such investigation. No to the best of my knowledge.

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? YES ____ NO ☑ If Yes; provide details for each such instance. No to the best of my knowledge.

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? YES ____ NO ☑ If Yes, provide details for each such year. No to the best of my knowledge.

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, John Shillingsford, 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 11th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

John Shillingsford
Print name

Signature

SHAREHOLDER
Title

4 / 11 / 2017
Date

Attachment to all AVZ Principal Questionnaire Forms

Owners	Ownership %
Murray, Thomas J.	25.19%
Quarte, Robert T.	24.69%
Davoli, Jeffrey S.	12.03%
Ferreira, Joseph C.	12.03%
Mattern, Charles M.	12.03%
Shillingsford, John	12.03%
Posner, Robert	2.00%
Total	**100.00%**

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: April 3, 2017

1) Proposer's Legal Name: Albrecht, Viggiano, Zureck & Co., P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 39th Floor, New York, NY 10187

3) Mailing Address (if different): N/A

Phone : 631-434-9500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2556624

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
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:
See Attachment

8) Does this business control one or more other businesses? Yes ☑ No ☐ If Yes, please provide details:
See Attached

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.

See Attachment

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? Yes [ ] No [✓] If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes [ ] No [✓] 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? Yes [ ] No [✓]

If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ☐ No ☑ 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? Yes ☐ No ☑ 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? Yes ☐ No ☑ 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? Yes ☐ No ☑ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

See Attachment

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

See Attachment

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See Attached

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Oyster Bay

Contact Person Christine Wiss, Deputy Comptroller

Address 74 Audrey Avenue

City/State Oyster Bay, NY 11771

Telephone 631-434-9500

Fax # 516-624-6460

E-Mail Address cwiss@oysterbay-ny.gov

Company Town of Hempstead

Contact Person Kevin Conroy, Comptroller

Address One Washington Street

City/State Hempstead, NY 11550

Telephone N/A

Fax #

E-Mail Address kconroy@tohmail.org

Company Town of North Hempstead

Contact Person Averil Smith, Comptroller

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone 516-869-7740

Fax #

E-Mail Address smithav@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, Jill K. Gunzel, 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 5th day of April 2017

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck & Co., P.C.

By: Jill K. Gunzel
Print name

Jill K. Gunzel
Signature

Partner
Title

4 / 5 / 17
Date

Business History Form Attachment

Question # and Response:

7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.

8) The Company's partners control the affiliates by common ownership among the businesses.

9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

17) a) and b) The Company has no conflicts of interest with Nassau County or Nassau County Sewer and Storm Water Finance Authority as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify any conflicts of interest.

Attachments to Business History Form information:

A. i) 1950
ii) Names and addresses of the Company's Partners:

Davoli, Jeffrey S.	32 Westmoylan Lane	Coram, NY 11727	Greater than 10% Ownership
Ferreira, Joseph	13 Magnolia Lane	Smithtown, NY 11787	Greater than 10% Ownership
Gunzel, Jill	193 North Country Road	Smithtown, NY 11787	0% Ownership
Kenneth Laks	196 Ballad Circle	Holbrook, NY 11741	0% Ownership
Lawrence Lucarelli	93 Rumford Road	Kings Park, NY 11754	0% Ownership
Mattern, Charles	35 Hobson Avenue	St. James, NY 11780	Greater than 10% Ownership
Murray, Thomas J.	78 Benson Avenue	Sayville, NY 11782	Greater than 10% Ownership
James O'Connor	107 Saddle Lane	Levittown, NY 11756	0% Ownership
Posner, Robert	42 Garfield Place	E. Northport, NY 11731	Less than 10% Ownership
Quarte, Robert	500 Marseille Path	Sayville, NY 11782	Greater than 10% Ownership
Shillingsford, Jr., John S.	66 Wintercress Lane	E. Northport, NY 11731	Greater than 10% Ownership
Thomas Ruggiero	15 Junard Blvd.	Port Jefferson Station, NY 11776	0% Ownership

iii) Names and addresses of the Company's officers:

Murray, Thomas J.	78 Benson Avenue	Sayville, NY 11782	President
Quarte, Robert	500 Marseille Path	Sayville, NY 11782	Secretary/Treasurer

iv) New York

v) 73 employees

vi) $13,725,000

viii) See attached – New York and Florida

A. AVZ has been in business 67 years.

C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the contract accountants for the Nassau County Tobacco Settlement Corp and have prepared the the financial statements for presentation to the Board and auditors for many years.

We are the independent auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

All engagements are performed in accordance with GASB 34 and 37.

NYSED.gov

OP Office of the Professions

Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

05/16/2017

Name : ALBRECHT VIGGIANO ZURECK AND COMPANY PC
Street Address :
25 SUFFOLK COURT
HAUPPAUGE, NY 117880000

Business Entity : Professional Service Corporation
PSC # : 013363
Initial Filing Date : 03/20/81
Current through : 02/29/20

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.
052305 QUARTE ROBERT T -
054474 MATTERN CHARLES MICHAEL -
054973 FERREIRA JOSEPH CARLOS -
059163 DAVOLI JEFFREY SCOTT -
071988 SHILLINGSFORD JOHN S JR -
082174 POSNER ROBERT STEVEN -

* Use of this online verification service signifies that you have read and agree to the terms and conditions of use. See HELP glossary for further explanations of terms used on this page.

- Use your browser's back key to return to establishment list.
- You may search to see if there has been recent disciplinary action against this registered establishment.

State of Florida
Department of State

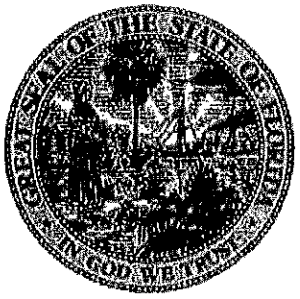
I certify from the records of this office that ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C., P.A. is a New York corporation authorized to transact business in the State of Florida, qualified on January 12, 2015.

The document number of this corporation is F15000000174.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 6, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of March, 2017



Ken Detzner

Secretary of State

Tracking Number: CR9776399587

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Client#: 42150 ALBRVI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bradley & Parker, Inc. C/L 320 South Service Road Melville, NY 11747 631 981-7600	CONTACT NAME: PHONE (A/C, No, Ext): 631 981-7600 FAX (A/C, No): 16319817681 E-MAIL ADDRESS:
INSURED Albrecht, Viggiano, Zureck & Co. PC 25 Suffolk Court Hauppauge, NY 11788	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Foremost Insurance Co. INSURER B : Hartford Insurance Co. — 19682 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAS08211734	01/02/2017	01/02/2018	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			PAS08211734	01/02/2017	01/02/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			PAS08211734	01/02/2017	01/02/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			12WECEX2753	04/17/2017	04/17/2018	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

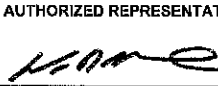
CERTIFICATE HOLDER

Nassau County
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TKG

COUNTY OF NASSAU

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

1. Name of the Entity: Albrecht, Viggiano, Zureck & Co., P.C.

Address: 25 Suffolk Court

City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-2556624

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Corporation ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Thomas Murray, Robert Quarte, Jeffrey Davoli
(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

Thomas Murray, Robert Quarte, Chuck Mattern, Joseph Ferreira, Jeffrey Davoli, John Shillingsford, Robert Posner, Thomas Ruggiero, Jill Gunzel, Lawrence Lucarelli, Kenneth Laks and James O'Connor.
(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

AVZ Wealth Management, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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. There were no lobbyist services utilized.

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None. There was no lobbying activity.

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

None. The partners and firm are not registered as lobbyists.

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: 5/5/17

Signed: Jill K. Gunzel

Print Name: Jill K. Gunzel

Title: Partner

AMENDMENT NO. 1

This AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of March 1, 2017 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Albrecht, Viggiano, Zureck & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO16000001 between the County and the Contractor, executed on behalf of the County on April 11, 2016 (hereby referred to as the "Original Agreement"), the Contractor provides services in connection with assisting the Department in its preparation of the Fiscal Year Comprehensive Annual Financial Reports and related services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 1, 2016, and terminate on December 31, 2018, provided that the Department has the option to renew the Original Agreement for two separate additional one year periods, or unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eight-five Thousand Dollars ($85,000) per Fiscal Year, for a total of Two Hundred Fifty-Five Thousand and 00/100 Dollars ($255,000.00) for all three Fiscal Years ("Maximum Amount"); and

WHEREAS, the Original Agreement provides that, where there is a change in the scope of Services or any agreed-upon additional accounting-related services necessary to complete the County's financial statement to be provided under the Original Agreement, or in any material circumstance with respect to the Original Agreement, the parties shall negotiate in good faith to make an equitable adjustment to the Maximum Amount or rates payable; and

WHEREAS, the County and Contractor deem it in their respective best interests to include additional accounting-related services as part of the Services and to increase the Maximum Amount to provide funds for such additional accounting-related services; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement as and to the extent set forth in this Amendment; and

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

1. Amount of Consideration: The Maximum Amount in the Original Agreement shall be increased pursuant to Section 3(b) of the Original Agreement by Twenty-One Thousand Two Hundred and Fifty and 00/100 Dollars ($21,250.00) as compensation for additional accounting-related services relating to the Contractor's assistance with the preparation of the County's financial statements for Fiscal Year 2015, which additional compensation represents an equitable adjustment to the Maximum Amount as a result of good faith negotiation between the parties. Accordingly, the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall not exceed One Hundred And Six Thousand Two Hundred and Fifty and 00/100 Dollars ($106,250.00) for Fiscal Year 2015 related Services, and a total maximum amount of Two Hundred Seventy-six Thousand Two Hundred Fifty and 00/100 Dollars (276,250.00) for all three Fiscal Year Services (the "Amended Maximum Amount").

2. Services: The Services to be provided by the Contractor as set forth in Section 2 of the Original Agreement shall be amended to include the following additional services performed by Contractor in relation to the following items, with their respective costs:

a. Issuing an additional revised draft of the financial statements to include a restatement of the Capital Fund for the prior year, due to audit adjustments required to be made after final worksheets were provided to the Contractor and the draft of the financial statements was complete;

b. Additional time incurred in preparing a reconciliation of the general fund, including adjustments to correct the FEMA fund.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

ALBRECHT, VIGGIANO, ZURECK &
COMPANY, P.C.

By: Jill K Gunzel

Name: Jill K. Gunzel

Title: Partner

Date: 4/18/17

PLEASE EXECUTE IN BLUE INK

State of New York)
) ss.:
County of Suffolk)

On the 18th day of April in the year 2017 before me personally appeared Jill K. Gunzel, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Director of Albrecht, Viggiano, Zureck & Company, P.C., the company described herein and which executed the above instrument; and that he or she signed his or her name by authority of the partners of said limited liability company.

Irene E. Howell
NOTARY PUBLIC

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

NASSAU COUNTY

By: _____

Name: _____

Title: _____County Executive_____

(or) Chief Deputy County Executive

(or) Deputy County Executive

Date: _____

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

Notary Public

Client#: 42150 ALBRVI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bradley & Parker, Inc. C/L 320 South Service Road Melville, NY 11747 631 981-7600	CONTACT NAME: PHONE (A/C, No, Ext): 631 981-7600 FAX (A/C, No): 16319817681 E-MAIL ADDRESS:
INSURED Albrecht, Viggiano, Zureck & Co. PC 25 Suffolk Court Hauppauge, NY 11788	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Foremost Insurance Co. INSURER B : Hartford Insurance Co. — 19682 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			PAS08211734	01/02/2017	01/02/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			PAS08211734	01/02/2017	01/02/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10000			PAS08211734	01/02/2017	01/02/2018	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12WECEX2753	04/17/2017	04/17/2018	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Nassau County 1550 Franklin Ave Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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TKG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2017

PRODUCER
CPA MUTUAL INSURANCE
4923 NW 43 ST STE C
GAINESVILLE FL 32606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ALBRECHT VIGGIANO ZURECK & CO PC
25 SUFFOLK COURT
HAUPPAUGE NY 11788

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	CPA Mutual Ins Company of America RRG	10164
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS-COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS					
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	$
						E.L. DISEASE-POLICY LIMIT	$
A		OTHER: ACCOUNTANTS PROFESSIONAL LIABILITY	PL10238-28	06/09/16	06/09/17	$4,000,000 EACH CLAIM $4,000,000 AGGREGATE LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER

NASSAU COUNTY
1550 FRANKLIN AVE
MINEOLA NY 11501

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Contract ID#:CQCO16000001

Department: CO_____

Contract Details

SERVICE Auditing

NIFS ID #: CACO17000001___ NIFS Entry Date: 3/9/17_____ Term: from 1/1/16 to 12/31/18

New ☐ Renewal ☒	
Amendment	☐
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name Albrecht, Viggiano, Zureek & Company, P.C.	Vendor ID# 11-255-6624
Address 25 Suffolk Court Hauppauge, New York 11788	Contact Person Jeffrey Davoli, CPA
	Phone (631) 434-9500

County Department

Department Contact Sergio Blanco
Address 240 Old Country Road, Mineola, NY
Phone 571-2854

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept) CA* ☒ *NIFS Appvl (Dept. Head)* ☒	3/9/17		
03/20/17	OMB	*NIFS Approval* ☑	3/21/17		Yes☐ No☐ Not required if blanket resolution
~~County Attorney~~		~~*CA RE & Insurance Verification*~~ ☐			
	County Attorney	*CA Approval as to form* ☐			Yes☐ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	4/12/17		
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☑	4/13/17	SB	4/13/17
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	4/17/17		

PR5254 (8/04)

D#:CQCO16000001

Department: CO

E-52-16

JM

Contract Details

SERVICE Auditing

NIFS ID #: CQCO16000001 NIFS Entry Date: 1/5/16 Term: from 1/1/16 to 12/31/18

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name Albrecht, Viggiano, Zureck & Company, P.C.	Vendor ID# 11-255-6624
Address 25 Suffolk Court Hauppauge, New York 11788	Contact Person Jeffrey Davoli, CPA
	Phone (631) 434-9500

County Department

Department Contact Sergio Blanco
Address 240 Old Country Road, Mineola, NY
Phone 571-2854

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	1/12/16		
	OMB	*NIFS Approval*	☑	1/12/16		Yes ☑ No ☐ Not required if blanket resolution
1/20/16	County Attorney	*CA RE & Insurance Verification*	☑	1/20/16		
	County Attorney	*CA Approval as to form*	☐	2/10/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	2/10/16	Concetta A Petrucci	
	Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	03/10/16		
	Comptroller	*NIFS Approval*	☑	3/29/16		3/29/16
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	3/6/16		

PR5254 (8/04)

Contract ID#:CQCO16000001

Department: CO_____

Contract Summary

Description: This is a three year contract. According to paragraph 3 of the agreement, the County shall pay contractor $85,000.00 per year over the life of the contract.

Purpose: Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.

Method of Procurement: RFP

Procurement History: The Comptroller's Office issued a request for proposals. AVZ was the sole firm to respond. The Selection Committee, composed of three (3) employees from the Comptroller's office, evaluated the proposals based on the criteria set forth in the RFP. AVZ demonstrated its vast array of knowledge with respect to government accounting. Most importantly, AVZ has prepared CAFRs for other governmental agencies in the past, including the three towns in Nassau County.

Description of General Provisions: Prepare and print the County's fiscal year 2015, 2016 and 2017 CAFRs in accordance with Generally Accepted Accounting Principles ("GAAP"); prepare all CAFR drafts and final financial exhibits; meet with the outside auditors and County representatives to discuss the details of required reporting; work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.

Impact on Funding / Price Analysis: $85,000.00 per year for three years.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO10
Resp:	1200
Object:	DE503
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$85,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	COGEN1200 DE503	$85,000.00
2		$
3		$
4	K. Smith 1/20/16	$
5		$
6		$
	TOTAL	$85,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted in NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name LA	Name	Date 2/10/16
Date 2/17/16	Date 3/29/16	(For Office Use Only) E #:

PR5254 (8/04)

E-52-16

RULES RESOLUTION NO. 47 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/22/16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report ("CAFR"), 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 Albrecht, Viggiano, Zureck & Company, P.C.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

WHEREAS, the County has negotiated a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report ("CAFR"), 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 Albrecht, Viggiano, Zureck & Company, P.C.

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: ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C._____

CONTRACTOR ADDRESS: 25 SUFFOLK COURT, HAUPPAUGE, NEW YORK 11788_____

FEDERAL TAX ID #: 11-2556624_____

_____

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 June 30, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 7, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The Selected Contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of best efforts as outlined in Exhibit "EE" may be requested by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

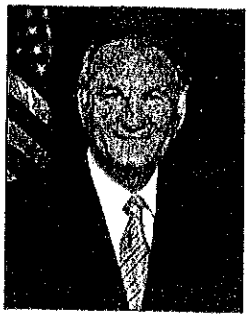
Department Head Signature

1/12/2016

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



Hon. George Maragos
Nassau County Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

December 15, 2015

VIA EMAIL

John Aloisio, CSEA Grievance Chairman jaloisio@csea830.org
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, NY 11501

Dear Mr. Aloisio:

Nassau County hereby provides notice of its intent to enter into a contract with Albrecht, Viggiano, Zureck & Company, P.C (AVZ).

The work involves assisting the County in the preparation of its 2015 Fiscal Year Comprehensive Annual Financial Report ("CAFR"), which will include, but not be limited to, preparing all CAFR drafts and final financial exhibits; meeting with the outside auditors and County representatives to discuss the details of all required reporting; working with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensuring that all applicable current and future Government Accounting Standards Board ('GASB") pronouncements are reflected in the CAFR. These services are necessary due primarily to the inability to retrieve the data from the current legacy financial system in a manner consistent with the increased complexity required in the reporting as new GASB pronouncements.

The CAFR, in prior years, had been created internally using Microsoft Excel workbook formats with data manually inputted from reports run from the financial system, and then manually linking spreadsheets. This data was then manually adjusted to adhere to the GASB requirements. The complexity introduced by annual additions of new GASB regulation, renders the old methodology using Excel spreadsheets impractical.

The current process still requires the County staff to prepare the CAFR as before, but AVZ's services helps alleviate some of the manual compilation and cross-referencing that is performed by the County staff, and acts as an important secondary review to ensure that the County's financial statements are correct and in compliance with all governmental accounting reporting standards. Without a new financial system or AVZ's assistance in the compilation of the CAFR, the County would not be able to meet the required reporting deadlines set by the Federal and State governments. The firm provides valuable assistance to the Comptroller's Office Accounting staff. Please note that the Towns of Hempstead, North Hempstead and Oyster Bay all currently use AVZ to prepare their CAFRs.

Since March 2014, the Comptroller's Accounting Department has filled two open positions (Accounting System Specialist and Accountant IV) and hired an Accountant II to replace the employee who took the September 2015 VSIP. There is another Accountant position and an Inspector/Comptroller position that should be backfilled next year (it is being held for a promotion). No County positions have been lost as a result of the AVZ contract.

The following notification is to comply with the spirit of Section 32 of the CSEA-Nassau County Collective Bargaining Agreement.

Should you wish to propose an alternative to this proposed contract, please respond to me within ten (10) days of this letter.

Sincerely,

Sergio A. Blanco, Esq.

cc: Brian Libert, Esq. (via email)

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

CSEA
NASSAU LOCAL 830

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tulfel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

12/31/15

Hon. George Maragos
Nassau County Comptroller
240 Old Country Rd
Mineola, NY 11501

Re: 2015 CAFR—Albrecht, Viggiano, Zureck & Company

Dear Hon. George Maragos:

As per our discussion with some of your Accounting staff for the contract referenced above and in the interest of bargaining in good faith, CSEA withdraws its objection to the above referenced contract. You may release said document.

However, this does not waive CSEA rights to object to any future work being done by this vendor, or any other sub-contractors, and in no way does this waive any of CSEA's other rights under Section 32.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
File

ALBRECHT, VIGLIANO, ZUFFECK (CO.), P.C.

11329

11/24/2015 11/24/2015 ADMINISTRATIVE $33.00 $0.00 $33.00

Check 02402 11/24/2015 NASSAU COUNTY $300

ALBRECHT, VIGLIANO, ZUFFECK (CO.), P.C.
ESCROW
WIRE ONLY ACCOUNT

Amount
$33,000.00

Date
11/24/2015

Three hundred thirty-three thousand and 00/100

NASSAU COUNTY

NASSAU

Pay to the order of

Security features. Details on back.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of_____, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Albrecht, Viggiano, Zureck & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement. The Department shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2019 through December 31, 2019, for completion of the Services (as defined below) for the fiscal year ending December 31, 2018. In the event the Department exercises said option, it shall then have a second option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2020 through December 31, 2020, for completion of the Services for the fiscal year ending December 31, 2019. The Department shall exercise each such renewal option by giving written notice thereof to the Contractor.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of assisting the Department in its preparation of the 2015, 2016, and 2017 Fiscal Year Comprehensive Annual Financial Reports ("CAFR"), including, but not necessarily limited to, the specific services listed in Exhibit "A" (the "Services").

3. Payment. (a) Amount of Consideration. Except as otherwise provided in Section 3(b) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, including during any renewal periods of this Agreement, as provided above, shall be subject to encumbrance and payable in accordance with the provisions of this Agreement and with the pricing structure set forth as follows:

Fiscal year	Maximum Fee
2015	$85,000.00
2016	$85,000.00
2017	$85,000.00

2018	$87,000.00, if renewal option exercised
2019	$89,000.00, if renewal option exercised

During the term of this agreement Contractor shall submit claim vouchers for payment in four (4) equal monthly installments, beginning in May and ending in August for each fiscal year. The last installment payment for each fiscal year is not to be made before the month following the final issuance of the CAFR. The Contractor, prior to each installment payment, will provide the Department, at least monthly, with an updated status of Services that have been performed and completed, which will be reviewed and approved by the Department.

(b) If there is a change (i) in the scope of Services or any agreed-upon additional accounting-related services to be provided under this Agreement, or (ii) in any material circumstance with respect to this Agreement (or any attachments hereto), the parties shall negotiate in good faith to make an equitable adjustment to the maximum amount or rates payable and incorporate said adjustments into written contract amendments.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including compliance with the monthly status report requirements described in Section 3(a) above, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. If requested by the County or any of its departments or agencies, the Contractor agrees to execute, and cause its subcontractors to execute, a commercially reasonable non-disclosure agreement.

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain

the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or

made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-

2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

By: _____
Name: Jeff Davoli
Title: Partner
Date: 11/16/15

State of New York
}SS.:
County of Nassau}

I, Michael C. Pulitzer, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Albrecht, Viggiano, Zureck & Company, P.C.

On behalf of the Nassau County, Office of CO

On file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 14th day of April 2016

Clerk of the Nassau County Legislature
Nassau County, N.Y.

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

On the 16th day of November in the year 2015 before me personally came Jeffrey Davoli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Albrecht Viggiano Zureckt Co, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Irene E. Howell

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

On the 11 day of April in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

EXHIBIT "A"

The Contractor will prepare and print the County's CAFR in accordance with Generally Accepted Accounting Principles ("GAAP") (as applied to governments) and the guidance of the Governmental Accounting, Auditing and Financial Reporting Guide ("GAAFR") so that the report is eligible to receive the Government Finance Officers Association ("GFOA") "Certificate of Excellence in Financial Reporting" Award. The filing of the CAFR must be completed no later than June 30 of each year.

The required services will include, but not be limited to, the following:

1. At the start of each fiscal year, the Contractor will provide the County with an annual timetable, which should include County deliverable dates and the expected date that the Contractor anticipates providing a complete first draft of the CAFR to the County and the County's external auditors, with a constraint that this date should be no later than June 1 of each year.

2. The Contractor will prepare all CAFR drafts and final financial exhibits including, but not limited to, statistical sections and tables included in the Management's Discussion and Analysis ("MD&A"), which reflect Government Accounting Standards Board ("GASB") Statement 34, GASB Statement 45 and GASB Statement 54, and all other applicable current and future official GASB statements; the Table of Contents; and the Footnotes accompanied by work papers adequate for the outside auditors to review.

3. The Contractor will meet with the outside auditors and County representatives to discuss the details of all required reporting.

4. The Contractor will work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR.

5. The Contractor will ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.

6. The Contractor will work with the County and the auditors to resolve questions and issues related to the preparation and presentation of information in the CAFR.

7. Upon completion of the CAFR, each year, the Contractor must provide the Comptroller's Office with all supporting documentation, including but not limited to, spreadsheets and exhibits that were used to generate the CAFR.

In conjunction with the Services to be provided by the Contractor, the Comptroller's Office will:

1. Prepare worksheets of the County's results, inclusive of all County funds, starting from the County's books of record contained in NIFS and adjusted to the modified accrual basis as presented in the CAFR.

2. Prepare supporting analysis, as needed by the Contractor, in order to complete the CAFR.

3. Provide the Contractor with audited reports from the component units.

4. Provide the Contractor with report(s) from an actuary regarding the Other Post- Employment Benefits ("OPEB") liability.

5. Communicate requests from the Contractor to the appropriate departments, component units and outside auditors, as necessary.

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 arbitrator's 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:

Robert Quarte
(Name)

25 Suffolk Court Hauppauge NY 11788
(Address)

631-434-9500
(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.

11/16/15
Dated

Signature of Chief Executive Officer

Robert Duarte
Name of Chief Executive Officer

Sworn to before me this 16th day of November 2015

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 15

Irene E. Howell
11/16/15

_____ day of _____, 2015

_____

Notary Public

EXHIBIT H

COUNTY OF NASSAU

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

1. Name of the Entity: Albrecht, Viggiano, Zureck & Company, P.C.

Address: 25 Suffolk Court

City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-2556624

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____Corporation ____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Thomas Murray, Robert Quarte, Stephen Antaki, Jeffrey Davoli

(All 25 Suffolk Court, Hauppauge, NY 11788)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Kenneth Laks, Stephen Antaki, Michael Collins, Jeffrey Davoli,

Joseph Ferreira, Jill Gunzel, John Knox, Lawrence Lucarelli, Chuck Mattern,

Robert McGrath, Thomas Murray, James O'Connor, Robert Posner, Robert Quarte, Thomas Ruggiero, John Shillingsford

(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

AVZ Wealth Management, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 8/7/15

Signed:

Print Name: Jeff Davoli

Title: Partner

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

Albrecht, Viggiano, Zureck & Co.

Shareholder	*Business Address*			*Business Phone*
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Knox, John J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Mattern, Charles	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Quarte', Robert	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500

AVZ Wealth Management, LLC

Shareholder	*Business Address*			*Business Phone*
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Connors, Katherine M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Knox, John J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Mattern, Charles	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Quarte', Robert	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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

Date: February 6, 2016

1) Bidder's/Proposer's Legal Name: Albrecht, Viggiano, Zureck and Company, P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 39th Floor, New York, NY 10167

3) Mailing Address (if different): N/A

Phone : (631) 434-9500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2556624

6) The bidder/proposer is a (check one): [ ] Sole Proprietorship [ ] Partnership [✓] Corporation [ ] Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes [✓] No [ ] If Yes, please provide details: See attached

8) Does this business control one or more other businesses? Yes [✓] No [ ] If Yes, please provide details: See attached

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. See attached

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes [ ] No [✓] If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes [ ] No [✓]
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes [ ] No [✓] If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes [ ] No [✓] If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No [✓] Yes [ ] If Yes, provide details for each such charge.

_____

_____

b) Any misdemeanor charge pending? No [✓] Yes [ ] If Yes, provide details for each such charge.

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No [✓] Yes [ ] If Yes, provide details for each such conviction

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No [✓] Yes [ ] If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No [✓] Yes [ ] If Yes, provide details for each such

occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No [✓] Yes [ ] If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No [✓] Yes [ ] If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. N/A

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. N/A

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. N/A

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

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

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

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Town of Oyster Bay

Contact Person Robert McEvoy, Comptroller

Address 74 Audrey Avenue

City/State Oyster Bay, NY 11771

Telephone (516) 624-6444

Fax # (516) 624-6460

E-Mail Address rmcevoy@oysterbay-ny.gov

Company Town of Hempstead

Contact Person Kevin Conroy, Comptroller

Address One Washington Street

City/State Hempstead, NY 11550

Telephone (516) 812-3373

Fax #

E-Mail Address KCONROY@TOHMAIL.ORG

Company Town of North Hempstead

Contact Person Aline Khatchadourian, Deputy Supervisor

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone (516) 869-7740

Fax #

E-Mail Address smithav@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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey S. Davoli, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of February 2016

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck and Co., P.C.

By: Jeffrey S. Davoli
Print name

Signature

Partner
Title

2 / 9 / 16
Date

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO [✓] YES [ ] If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO [✓] YES [ ] If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO [✓] YES [ ] If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO [✓] YES [ ] If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO [✓] YES [ ] If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO [✓] YES [ ] If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO [✓] YES [ ] If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO [✓] YES [ ] If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO [✓] YES [ ] If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO [✓] YES [ ] If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [✓] YES [ ] If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO [✓] YES [ ] If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [✓] YES [ ] If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [✓] YES [ ] If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey S. Davoli, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of February 20 16

Irene E Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Name of submitting business

Jeffrey S. Davoli
Print name

Signature

Partner
Title

2 / 9 / 16
Date

Business History Form Attachment

Question # and Response:

7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.

8) The Company's partners control the affiliates by common ownership among the businesses.

9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

17) a) and b) The Company has no conflicts of interest with the County as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify and conflicts of interest.

Attachments to Business History Form information:

A. i) 1950
ii) Names and addresses of the Company's officers:

Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY 11788
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788

iii) Names, addresses and titles of the Company's officers:

Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788	President
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788	Secretary/Treasurer
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Davoli, Jeffrey S	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788	Vice President
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788	Vice President

iv) New York
v) Approximately 75 employees
vi) Approximately $13 million
vii) AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners, principals, and managers are committee members of various State organizations/societies in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA) and members of the New York State Association of School Business Officials (NYSASBO). AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars, including presentations at GFOA conferences, to clients and other professionals. AVZ professionals are also actively involved in other organizations within their communities.

viii) AVZ is a public accounting firm registered to practice in the State of New York. All AVZ partners, principals, managers, and supervisors assigned to this engagement are licensed certified public accountants.

B. In business 66 years

C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

E-137-17

Contract ID:CQCO14000004 Department: Comptroller

Capital:

SERVICE: Annual County Audit

NIFS ID #:CLCO17000004 NIFS Entry Date: 02-MAY-17 Term: from to

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **RSM US LLP**	Vendor ID#: **420714325-01**
Address: 1185 Avenue of the Americas, New York, NY 10036	Contact Person: Jen Katz
	Phone: (212) 372-1000

Department:
Contact Name: Sergio A. Blanco
Address: 240 Old Country Road, Mineola , NY 11501
Phone: (516) 571-2854

Routing Slip

Department	**NIFS Entry: X**	**11-MAY-17 -- SBLANCO**
Department	**NIFS Approval: X**	**18-MAY-17 -- JGARNER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**24-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**24-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**18-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**18-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**26-MAY-17 -- ENAUGHTONCE**
Leg. Affairs	**Approval/Review: X**	**24-MAY-17 -- MREYNOLDS**

2017 MAY 25 P 4:48
NASSAU COUNTY
RECEIVED

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Contractor is to provide additional services related to the comprehensive audit of County¿s financial statements, provide management letters, perform the County¿s federally mandated single audit and provide other related services not included in the scope of the original contract. Unexpected circumstances required significant additional work beyond the normal scope of testing which ultimately led to the need for a restatement of opening fund balance, supplementary staff necessary to complete testing required by the Federal government, as well as Risk mitigation procedures which were required in order for the Contractor to be able to issue to the DOT report
Method of Procurement: A request for proposals was done in January 2014.
Procurement History: Three firms submitted proposals. After a lengthy evaluation process, including presentations by all of the three proposers, and Best and Final Offers from each of the three proposers, the evaluation committee determined that McGladrey¿s (n/k/a RSM US, LLP), proposal was superior to the rest.
Description of General Provisions: Complete annual financial audit of the County and Single Audits of Federally Funded Programs, inclusive of monies received under ARRA management letters.
Impact on Funding / Price Analysis: $45,766.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO
Resp:	1200
Object:	DE503
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 45,766.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 45,766.00**

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
1	COGEN1200 DE503	$ 45,766.00
	TOTAL	$ 45,766.00

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER AND RSM US, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with RSM US, LLP to provide annual financial audits of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with RSM US, LLP.

Hon. George Maragos
Nassau County Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 • Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

Additional Response for NIFA form question #3

The County's Comprehensive Annual Financial Report (CAFR), is audited annually by the County's independent audit firm, RSM US, LLP.

During the 2015 year-end audit, several issues occurred that required additional work by RSM that was outside the scope of the original contract. One such issue was the delay in receiving the Nassau Medical Center's (NUMC's) financial statements seven weeks after the requested deadline. This required additional draft CAFRs to be prepared and reviewed by RSM, thus necessitating additional staffing on their part to expedite the issuance of the CAFR as close to the June 30th deadline as possible. The Medical Center has missed this deadline over the past three years. Because there is a deadline for releasing the County's CAFR, the Comptroller instructed the firm to do what was necessary to complete the work needed for the issuance of the CAFR.

Delays in the release of the CAFR affect NYS reporting, rating agencies' review of the County's financials, Federal Awards and bond covenants, therefore, it is in the best interest of the County to release the annual CAFR as close to the deadline as possible.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: RSM US LLP

2. Dollar amount requiring NIFA approval: $45766

Amount to be encumbered: $45766

This is a 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: 2014 to 2016 CAFR year

Has work or services on this contract commenced? Y ____

If yes, please explain: Please see attachment

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 100

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor is to provide additional services related to the comprehensive audit of Countys financial statements, provide management letters, perform the Countys federally mandated single audit and provide other related services not included in the scope of the original contract. Unexpected circumstances required significant additional work beyond the normal scope of testing which ultimately led to the need for a restatement of opening fund balance, supplementary staff necessary to complete testing required by the Federal government, as well as Risk mitigation procedures which were required in order for the Contractor to be able to issue to the DOT report

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Y
Nassau County Committee and/or Legislature	Not Applicable

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 24-MAY-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted 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: RSM US, LLP

CONTRACTOR ADDRESS: 1185 Avenue of the Americas, New York, NY 10036

FEDERAL TAX ID #: 420714325-01

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 15, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP The original contract was entered into after a request for proposals was done in January 2014. Three firms submitted proposals. After a lengthy evaluation process, including presentations by all of the three proposers, and Best and Final Offers from each of the three proposers, the evaluation committee determined that McGladrey's (n/k/a RSM US, LLP), proposal was superior to the rest.

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.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

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 submission of the first claim voucher, for services under this 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

5/16/2017

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No.

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: RSM US LLP

Dated: 4-28-2017

Signed: Scott A. Bassett

Print Name: Scott Bassett

Title: Partner

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Scott A. Bassett
   Date of birth 03 / 06 / 1963
   Home address 967 Pequot Avenue
   City/state/zip New London, CT 06320
   Business address 157 Church Street
   City/state/zip New Haven, CT 06510
   Telephone 203-773-6615
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 02 / 01 / 1995
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Partner 1% ownership
   SAB

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott A. Bassett, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of April 20 17

Vanessa C. Wallace
Notary Public State of Connecticut
County of New Haven

RSM US LLP
Name of submitting business

Scott A. Bassett
Print name

Scott A. Bassett
Signature

Partner
Title

04 / 13 / 2017
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: April 13, 2017

1) Bidder's/Proposer's Legal Name: RSM US LLP

2) Address of Place of Business: 1185 Avenue of the Americas New York, NY 10036

List all other business addresses used within last five years:
Address of the principal place of business is: One South Wacker Drive, Suite 800, Chicago, IL 60606

3) Mailing Address (if different): _____

Phone : 212-372-1000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-348-2424

5) Federal I.D. Number: 42-0714325

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) LLP

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No____ If Yes, provide details for each such investigation. See Attachment A.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___Yes X If Yes, provide details for each such

occurrence. See Attachment A.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No 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 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 on behalf of Nassau County. _____
No conflicts exist

b) Please describe 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. _____
No conflicts exist

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. See attached pages from original proposal and updated bios.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation; 1926, date of incorporation 1994.

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; A full listing of partners has been provided.

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

iv) State of incorporation (if applicable); RSM US LLP is an Iowa limited liability partnership incorporated December 30, 1994.

v) The number of employees in the firm; Nearly 9,000, see attached write up.

vi) Annual revenue of firm; $1,845,000,000 as of April 30, 2016.

vii) Summary of relevant accomplishments See attached write up.

viii) Copies of all state and local licenses and permits. See attached write up regarding requirements for licenses.

B. Indicate number of years in business. We have been in business since 1926, 91 years.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. We have been performing the audit of Nassau County since 2014

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Nassau County Interim Finance Authority

Contact Person Carl Dreyer, Treasurer

Address 1305 Franklin Avenue, Suite 302

City/State Garden City, NY 11530

Telephone 516-248-3077

Fax # 516-248-4050

E-Mail Address carl.dreyer@nifa.ny.gov

Company Nassau County Sewer and Storm Water Finance Authority

Contact Person Beaumont Jefferson, County Treasurer

Address 1 West Street

City/State Mineola, NY 11501

Telephone 516 571 5031

Fax # 516-571-1528

E-Mail Address bjefferson@nassaucountyny.gov

Company Nassau County Tobacco Settlement Corporation

Contact Person Beaumont Jefferson, County Treasurer

Address 1 West Street

City/State Mineola, NY 11501

Telephone 516-571-5031

Fax # 516-571-1528

E-Mail Address bjefferson@nassaucountyny.gov

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. We have been performing the audit of Nassau County since 2014.

RSM

Scott Bassett

Partner, Assurance Services
RSM US LLP
New Haven, CT
scott.bassett@rsmus.com
+ 1 203 777 4293

Summary of Experience

Scott Bassett has over 25 years of specialized experience in the audits of governmental and nonprofit organizations. He has provided significant services to many governmental entities. He has been involved in the planning processes, design and implementation of the audit work plan, supervision of staff, compliance testing for the Single Audit Concept, providing management advice and preparation of Comprehensive Annual Financial Reports for various clients. Scott has also assisted numerous clients with implementing new generally accepted accounting principles. He serves or has served as lead assurance partner for public sector clients, including the following:

- City of Hartford, Connecticut, and related entities
- City of Stamford, Connecticut, and related entities including Stamford Water Pollution Control Authority
- City of Providence, Rhode Island and related entities
- City of New Haven, Connecticut and related entities including Department of Education
- City of Danbury, Connecticut
- San Diego County Regional Airport Authority
- City of Miami, Florida and related entities
- Greater New Haven Regional Water Authority
- Financial Accounting Foundation, including the FASB and GASB

Professional Affiliations and Credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Connecticut GFOA Technical Standards Committee
- Connecticut Society of Certified Public Accountants, serves on its Governmental Accounting and Auditing Committee

Education

- Master of Accountancy, Central Connecticut State University

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

RSM

James Walch

Partner, Assurance Services
RSM US LLP
Rochester, MN
james.walch@rsmus.com
+1 507 226 0410

Summary of Experience

Jim Walch is an assurance partner with over 35 years of experience providing financial and compliance audit and consultation services. His clients have primarily been in the public sector and consist of cities, counties, school districts, healthcare organizations and various for-profit companies.

An audit and accounting specialist, Jim provides advice and consultation regarding complex accounting matters, assists engagement teams in audit matters, and is responsible for ensuring that reports issued by the firm comply with professional standards.

Professional Affiliations and Credentials

- Certified public accountant
- Government Finance Officers Association Special Review Committee
- American Institute of Certified Public Accountants

Education

- Bachelor of Science, accounting, St. Cloud State University

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

RSM

Jennifer M. Katz

Partner, Government Services
RSM US LLP
New York, NY
jen.katz@rsmus.com
732 515 7300
212 372 1617

Summary of Experience

Jennifer Katz is a partner with more 12 years of experience serving significant governmental and not-for-profit entities. She is well-versed in the requirements of Uniform Guidance, Governmental Accounting Standards Board pronouncements and *Government Auditing Standards*. Prior to joining RSM US LLP, she was a senior manager at Deloitte & Touche LLP, where she served in a management development position for the public sector and not-for-profit groups. This role included researching and evaluating the impact of new accounting pronouncements and providing technical training.

Clients served include:

- County of Nassau, New York
- Nassau County Interim Finance Authority
- Nassau County Sewer and Storm Water Finance Authority
- Nassau County Tobacco Settlement Corporation
- The Mayor's Fund to Advance NYC
- The City of New York*
- New York City Water and Sewer System*
- New York City Other Postemployment Benefits Plan*
- City of New York Retirement Plans*
- MTA New York City Transit Authority*
- The Port Authority of New York and New Jersey*
- New Jersey Environmental Infrastructure Trust
- The City of Newark
- Trust for Cultural Resources of the City of New York

*Client while employed by her previous firm.

Professional Affiliations and Credentials

- Certified public accountant in the states of New York and New Jersey
- American Institute of Certified Public Accountants
- New York State Society of Certified Public Accountants
- New Jersey Society of CPAs
- Association of Government Accountants

Education

- Bachelor of Accountancy, George Washington University

RSM

Melissa Lewis

Manager, Government Services
RSM US LLP
New York, NY
melissa.lewis@rsmus.com
212 372 1025

Summary of Experience

Melissa Lewis is a manager with more than seven years of experience serving governmental and nonprofit entities. She is well-versed in the requirements of Uniform Guidance, Governmental Accounting Standards Board pronouncements and *Government Auditing Standards.*

Prior to joining RSM US LLP, Melissa was a senior accountant at EFP Rotenberg, LLP, a regional public accounting firm in the greater Rochester, New York area. As a member of the government team, she researched new accounting pronouncements, wrote quarterly email blasts on issues affecting governmental clients and provided internal technical training.

Clients served include:

- County of Nassau, New York
- Nassau County Tobacco Settlement Corporation
- Mayor's Fund to Advance NYC
- Nassau County Interim Finance Authority
- Nassau County Sewer and Storm Water Finance Authority
- Nassau Community College
- Nassau Community College Foundation, Inc.
- New Jersey Environmental Infrastructure Trust

Professional Affiliations and Credentials

- Certified public accountant in the state of New York
- American Institute of Certified Public Accountants

Education

- Bachelor of Science in Accounting, State University of New York at Geneseo

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

About RSM

RSM is the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. We are a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 38, 000 people in over 120 countries.

Size of practice

Within our public sector practice, we offer approximately 140 partners and principals, 150 directors, and nearly 500 additional professionals who are committed to serving state and local governments.

Consulting professionals			Audit and tax professionals			All professionals		
Partner	Director	Other	Partner	Director	Other	Partner	Director	Other
17	33	77	121	116	400	138	149	477

State and local government experience

As a national firm, RSM serves the audit, compliance and consulting needs of over 800 governmental entities. Our governmental clients include cities and towns, utilities, housing authorities, redevelopment agencies and transportation authorities. This translates into considerable knowledge of the unique challenges faced by government organizations.

We understand that current economic conditions demand state, county, city, municipal and special purpose governments to do more with less and recognize your need to shift priorities in response to fluctuations in local, state and federal funding.

We serve the financial and compliance audit needs of a number of governments on an annual basis, many of whom also count on us to assist them in earning the GFOA Certificate of Achievement for Excellence in Financial Reporting

As a firm, we have committed resources to help our government clients address these challenges and anticipate future changes. The County will have the benefit of dedicated resources that closely monitor public sector developments and provide regular communications on important accounting, regulatory, and tax pronouncements and other matters pertinent to our state and local government clients.

Uniform guidance

A large number of state and local governments receive federal funds. Our ability to effectively serve these entities is based on significant knowledge and experience previously with OMB No. A-133, *Audits of States, Local Governments and Non-profit Organizations* and now with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Your proposed engagement team members collectively possess the skills, knowledge and experience to perform financial and compliance audits under *Government Auditing Standards* and Uniform Guidance—and have undergone requisite training.

Licenses, certifications or educational requirements the firm holds in order to be in compliance with state and federal regulations

RSM US and its individually licensed certified public accountants are regulated by a number of state and federal requirements. All partners in the firm are CPAs. All CPAs must be licensed in the state in which their office is located. Our licensing department ensures that our firm and its individual employees are in compliance with the licensing requirements in the states where active firm and individual licenses are held.

Many state licensing boards require that CPAs maintain and improve their skills through continuing professional education courses and other opportunities for professional development. Certain competency requirements also must be met for professionals who perform engagements in accordance with standards established by the Comptroller General of the United States (i.e., *Government Auditing Standards*).

RSM US is a registered sponsor with the National Association of State Boards of Accountancy. We ensure our internal training meets the requirements of the AICPA/NASBA Statement on Standards for Continuing Professional Education (CPE) Programs.

Our assurance and tax partners and professional staff, including CPAs and non-CPAs, are required to participate in at least 20 hours of qualifying CPE every year and at least 120 hours every three years. In addition to these requirements, there are additional minimum standards for professionals who practice in certain industries. It is the responsibility of each professional to be familiar with the various CPE requirements for the states in which they are licensed, and to properly register and complete the necessary CPE requirements when renewing state licenses to practice. Our National Office of Risk Management monitors compliance with CPE requirements.

While all of our professionals receive a minimum of 80 hours of CPE every two years, all employees who participate in audits of governmental clients are required to fulfill a minimum of 24 hours of CPE every two years in subjects directly related to:

- Current public sector environment, including unique accounting rules and applications
- Auditing techniques, including those specifically pertaining to the satisfaction of governmental audit requirements
- Professionals who serve governmental entities satisfy the 24-hour CPE requirement by attending the following internal training sessions as appropriate:
- Governmental accounting, auditing and financial reporting
- Advanced governmental accounting and auditing
- Governmental auditing for in-charge auditors
- Government compliance auditing workshop
- Government financial auditing
- Government financial and compliance auditing conference
- Our training programs

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott A. Bassett, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of April 20 17

Veronica C. Wallace
Notary Public State of Connecticut
County of New Haven

Name of submitting business: RSM US LLP

By: Scott A. Bassett
Print name

Scott A Bassett
Signature

Partner
Title

04 / 13 / 2017
Date

Attachment A

Additional response to 13 and 14(e):

RSM US LLP is a national provider of accounting, tax and consulting services. Like other professional services firms, we engage in matters with legal and regulatory implications as a part of doing business. At any given time, most public accounting firms will have ongoing legal activity.

As is customary within the accounting profession and other professional practices, RSM does not disclose information pertaining to legal proceedings. Settlements and regulatory activity often involve matters that are bound by confidentiality agreements and orders that prohibit comment. However, there are no pending or actual claims that could reasonably be expected to impact our ability to serve our clients generally, or to provide the services contemplated by this proposal, specifically.

COUNTY OF NASSAU

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

1. Name of the Entity: RSM US LLP

   Address: 1185 Avenue of the Americas

   City, State and Zip Code: New York , NY 10036

2. Entity's Vendor Identification Number: 42-0714325

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp LLP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached listing.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

See attached listing.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A None

OMB

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

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

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

Dated: 4/13/17

Signed: Scott A. Bassett

Print Name: Scott A. Bassett

Title: Partner

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

Consultant's, Contractor's and Vendor's Disclosure Form Attached listing

ID	Name	Lic #	Lic State
11861	Abeles,Randy D	239013704	IL
22928	Abernethy,Linda S	065027337	IL
32829	Ackerman,Brian C	065032886	IL
2979	Adams,Joseph M	065.020960	IL
53264	Adinolfi,Jonathan D	090658	TX
11512	Adkisson,Jay	065.048124	IL
44881	Affonso,Dale		
58524	Ahlheim,John	014337	MO
51522	Albano,Richard	099121	NY
40620	Alexander,Jason A		
64023	Allen,Thomas	079584	TX
57473	Almonte,Ernest	32653R	MA
61962	Alston,Tim V	058010	TX
6742	Altshuler,Jeffrey M	45988	CA
32866	Alzfan,Alan D	056303	NY
24989	Anderson,Chad	21023	MN
25433	Anderson,Christopher V	O08795	IA
61963	Anderson,Jeff C	058014	TX
24743	Anderson,Kelly L	AC40610	FL
56972	Anderson,Mark	077946	TX
52632	Anderson,Michael	CPA020510	GA
32879	Andrews,David M	33204	OH
46161	Ansah,William	34166	MD
32887	Antman,Marvin R	060247	NY
32888	Antonopoulos,Nikolaos George	065.022899	IL
10533	Arata,James L	CPAL.0003631	CT
55923	Archer,John	AC50893	FL
24774	Archer,Michael	CPAL.0003683	CT
42211	Atwell Jr,Alan George	20265	NC
46177	Aubrey,Nancy L	10129	MA
35474	Avakian,Norik L		
46180	Awdeh,Lutof G		
8233	Azbell,Kerry B	R04101	IA
35667	Bachman,Dennis M	CA033123L	PA
56011	Backos,Gavin		
41722	Bailitz,Owen	065030031	IL
14914	Baker,Jeffery C	O02844	IA
24535	Bakker,Christie	18036	WA
32926	Baldowski,Patricia A	062147	NY
25764	Banse,Christopher E	099929	TX
7513	Barnes,Stephen J	14407	NC
43918	Barsky,Scott A	CA14533L	PA

14131	Bartak,Edward J	2001005699	MO
22511	Bartlett,Patrick	31346	NC
12786	Bartman,Jean C	35211	NE
46186	Bartucca,Michael A	14583	MA
13502	Bassett,Scott A	CPAL.0006293	CT
13891	Beacom,Michael J	082527	TX
12881	Beal,James A	O08079	IA
21775	Beasley,Tyrone W		
26582	Beck,Ronald Alan		
10778	Becker,Brian J	O06828	IA
5711	Becker,Marla	065023811	IL
11552	Beelendorf,Douglas	20604	NC
41166	Behringer,John	065.033297	IL
54082	Beil,Daniel	18311	MD
61973	Bendele,Denise B	050686	TX
39144	Bender,Michael W	37646	MD
12266	Beneventi,Thomas John	065.010496	IL
29498	Benfatti,Joseph James	99700	CA
32976	Benjamin,Ian J	054218	NY
32985	Berger,Benjamin Aaron	26388	MD
36199	Berger,David J	085848	NY
38768	Bergthold,Joseph	065.031264	IL
50511	Berman,Daniel		
22301	Bernstein,Bruce	036106	NY
24538	Best,Robert	12228	WA
23255	Billig,Robert H	CPA900191	DC
32999	Bird,John	065.032939	IL
27439	Bistolas,Christa	CPAL.0014553	CT
33002	Blacklaw,Brian N	065.026053	IL
23101	Blakey,Paul	065.023364	IL
51750	Blanton,Claire	AC0030667	FL
33007	Blaze,Thomas	065.039179	IL
33011	Bloom,Mark L	065.016305	IL
56288	Boehrer,Terry W	905031	OK
16616	Boelter,Angela D	18062	MN
49483	Bonnette,Daniel	16302	MA
50778	Borgman,Sequoya	22285-1	WI
35669	Borrelli,Adam D	CA042636	PA
53462	Bosman,Andrew		
35553	Botzis,Michael	27318	NC
59498	Bova,Nicholas		
5904	Bowman,Karen A	AC0008561	FL
27689	Brackett,John	25161	NC

15833	Bradford,Christopher M	CP19900317	IN
12507	Bradvica,Matthew L	CPA78976	CA
44876	Brady,Peter		
52284	Bravo,Carlos	AC41966	FL
28068	Briggs,Todd	239001247	IL
46203	Brisbois,Girard C		
19854	Broberg,Brad W	O10309	IA
17674	Brock,Lisa L	25831	VA
33073	Brunk,Martin P	7935	MD
44108	Budnik,Gregory	CPAL.0008393	CT
33085	Burdine,Theresa A	AC0029524	FL
11793	Burger,Jon I	CPA60028	CA
51028	Burgess,Timothy R	28830	NC
21000	Burkamper,Laura Ann		
46206	Burke III,Robert M	16265	MA
23264	Burke,Janette D	18940	VA
47989	Burquest,Patricia		
58239	Burr,Tracy	033630	TX
24167	Burtner,Thomas	19267	VA
35516	Butler,Kerensa	AC0031524	FL
21954	Byman,James F	10291	MA
55317	Cacurak,Scott	83253	CA
40521	Cadden,John D.	AC0029453	FL
48041	Caforio,Jonathan R		
26373	Caicedo,Angelika M	61989	CA
9720	Cain,Paul G	O06590	IA
60839	Calafell,Robert		
33098	Calamita,Paul L	CPAC.0010419	CT
21635	Callens,Robert J	8750	MD
50183	Camacho,Ramon		
6113	Cannon,Wm Louis	12086	NC
13910	Capistrant,Andrew C	16791	MN
46212	Cappelloni,Albert J	7699	MA
55103	Cardinal,Troy		
53497	Carney,Patrick	84989	CA
5373	Carney,Shawn P	19912-001	WI
54371	Carr,Charles	19647	VA
44460	Carr,Robert	AC37495	FL
41725	Carroll,Eric	095739	NY
49074	Carroll,Zachary	095086	TX
61995	Carter,James W	048331	TX
59501	Casey,George		
33122	Cashin,James L	17400	MA

23266	Castle,Dara F	37365	VA
45796	Cataldo,Joseph	CP19900112	IN
46218	Caturano,Richard	5096	MA
46220	Cavallo,Christopher M	25632	MA
24775	Ceci Jr.,Anthony D	CPAL.0004388	CT
60170	Chabanel,Andre	20CC03030900	NJ
19588	Chaberski,Mark P	065.012829	IL
53279	Chaffin,Kenneth W	040312	TX
53280	Chance,Mary Catherine	022338	TX
36286	Christner,Charles J	CP18702101	IN
28821	Chugh,Gireesh	112154	NY
50760	Churchill,Christina		
48024	Chylinski,Patrick		
4856	Clarahan,James D	065.017981	IL
33169	Clark,Joseph F	CPAL.0006914	CT
6117	Clontz Jr,Charles E	12844	NC
33177	Coakley,Terrence	065.020353	IL
28442	Coffland,Matthew	27439	NC
46525	Cohen,Allan H	4716	MA
57518	Coker,Angela E	8878	AL
46228	Cole,Monique L		
57519	Collins,Korey Lee	8488	AL
10070	Compiani,Frank T	AC0010023	FL
46233	Condon III,Richard J	16002	MA
56286	Conner,James R	906528	OK
46132	Conroy,Patrick J	19360	MA
35850	Corns,Steven	32437	VA
25760	Couch,Michael George	086390	TX
54283	Cowhey,Gregory		
22065	Cox,Lance S	060891	TX
53246	Craft III,H. Charles	12814	NC
33230	Creevy,LeeAnne W	CPAC.0010595	CT
24561	Croft,Brenda M	23180	WA
24432	Cronauer,James J	065.031693	IL
46242	Cummings,Richard M	10011	MA
25920	Curttright,Vincent A	065032544	IL
48057	Dahl,Shawn		
2013	Davenport,Sam D	CP18556457	IN
6618	Davis,Keith J	CP18704399	IN
22600	Davis,Susan L	O06256	IA
10508	Davisson,Richard A	CP19300260	IN
7807	Dawson,Harold W	O06459	IA
4188	Day,Richard D	O03828	IA

45074	de la Fe,Sergio	AC35002	FL
48016	Decilveo Jr,Joseph E	055257	NY
19560	Decker,Charles E	O10638	IA
14357	DeFilio,Scott D	CPAL.0009577	CT
33283	DeGrandis,Ron	CPA.06787	OH
56766	DeHart,Charles J	CA039064L	PA
36756	Deiso,Phyllis	25855	FL
58722	Del Core,Thomas A	087247	TX
48714	Del Re,Catherine	091368	NY
20512	DeLuca,Albert J	27964	NC
46997	Dempsey,Gregory	060062-1	NY
63041	Denena,Ana	058207	TX
11433	Denney,James Jay	05691	MN
51954	Dennis,Mark	26883	NC
56295	Denny,James H	905400	OK
46250	DePhillips,Keith A		
12112	Devine,Martin F	065.019672	IL
39054	Devino,Gregory L	AC35568	FL
17763	DeWulf,Craig R	O10314	IA
21967	DiGiusto,David A	9303	MA
62013	Dimick III,William E	065341	TX
46257	Dimino,Thomas J	9822	MA
61054	Dingwall,Michael	1101025218	MI
33325	Dobranic,David M	CPA 37972	OH
26927	Doggett,Ty P	O11543	IA
22033	Dombrowski,Robert A	065.020796	IL
17762	Donaldson,Aaron R		
13957	Donatell,Henry	16403	MN
27266	Douvris,George	065.030988	IL
46260	Dow,Stacy E	16956	MA
24862	Draxler,Steven	18805	MN
25231	Drollinger,Lenore L	15102	WA
33342	Dubois,Dominic S	200299	MD
21932	Dunlap,Randall W	065.025810	IL
57523	Dunn,John A	6065	AL
23284	Dykes,Arthur J	002058	MD
8644	Eash,Robert E	28637	NC
33358	Edelheit,Richard	065.016300	IL
19852	Edgar,Cameron M	21304	MN
9251	Edwardson,John M	10962	MN
46267	Egbert,Allison H	21426	MA
23707	Ems,Steven R		
10148	Eto,Dwayne S	59272	CA

9501	Evans,Edward W	18694	NC
28697	Evans,John F	19962	MN
22946	Evans,Joseph J	065.022689	IL
16070	Even,Loras Raymond		
39066	Fanelli,Michael	120069	NY
8838	Farrell,Thomas M	065.023443	IL
35665	Feldman,David N	CA019134L	PA
11882	Feldmann,Robert Raymond	AC0023373	FL
27511	Fell,Travis J	O11648	IA
33409	Fennessy,Jason		
46271	Ferraro,Michael	7323	MA
10559	Ferreira,Thomas H	CPAL.0004995	CT
56770	Fesnak,Robert W	CA015252L	PA
62021	Fields,Kathleen K	051498	TX
33426	Fischer,Charles J	065010416	IL
9723	Fischer,Frederick L	O06971	IA
8631	Flemmer,Jefry D	11704	MN
53379	Fletcher,Michael	26048	VA
23523	Fleura,Shawn	065.031070	IL
55722	Foley,Charles M	CPA.11951	OH
46277	Foraste,Michael C	18886	MA
23295	Forde,Mark W	0305-009599	VA
33446	Fortineaux,Marlon	42471	MD
13953	Fortsch,Zachary A	065.024573	IL
5302	Foster,Rodney D	O04843	IA
26900	Fox,Julee A.	2003029082	MO
33448	Fox,Michael	065-026386	IL
62027	Fraga,Santos Jr	030055	TX
36401	Frankel,David	18248	MA
21801	Franken,Galen Ross	015746	MO
46280	Frattasio,Robert A	20526	MA
29945	Friedman,Brett	AC0027326	FL
2342	Frisbie,Hugh D	23854	IL
57852	Furmanski,Neil	065027401	IL
1808	Furst,Kenneth W	R02947	IA
46282	Gaffey,Daniel J	22304	MA
33470	Gaines,Mark	065014650	IL
28914	Galivan,Karen	065.028026	IL
15873	Gallagher,Timothy M	065.018917	IL
22352	Gallegra,Vincent	052767	NY
20379	Gansen,Bryan R	2005002205	MO
62032	Garcia,Leslie G	067771	TX
44095	Gay,Mark	24608	NC

48448	Geopfert,Daimon		
12133	George,John	065.024892	IL
58532	Geschke,Steven J	004942	MO
57005	Ghazi,Tauseef		
59437	Gibson,Kristina	108943	TX
56281	Gibson,Michael J	906223	OK
9408	Gidlow,Eric A	11228	MN
53303	Gilbert,Meredith A	074436	TX
33517	Gillespie,Patrick G	079613	NY
33520	Ginsburg,Noah	065.018400	IL
18182	Glazik,Robert Anthony	065029170	IL
45170	Glynn,Robert	065.030011	IL
39978	Godwin,Armied A	16247	NC
46290	Goguen,Christopher		
21533	Golebiowski,Rich	CA-018989-L	PA
21663	Gorman,William J	09219	MD
43082	Gradl,Steven	90621	CA
11476	Graham,James G		
46299	Greehan,Katie	23251	MA
33569	Green,Thomas	065.024648	IL
56317	Greenwell,David T	4631	OK
23632	Greer,Michael S	12033	AZ
37784	Greisch,James R	35202	NE
59509	Grell,Jeffrey		
24499	Griffin,David H	78137	CA
62045	Griffith,Steven R	025223	TX
10611	Gross,Guy M	065.024944	IL
19891	Grossman,Michael A	O10794	IA
28382	Grossman,Michael J		
55726	Grubb,Elizabeth B	CPA.29372	OH
27830	Gruidl,Nicholas P	19408	MN
39147	Guill,Andrew M	45191	NE
29010	Guirovich,Paul J	093536	NY
28364	Guo,Hao	086510	TX
51760	Haase,Phillip		
16951	Hague,John T	065.019853	IL
62049	Haigler,Christopher S	052863	TX
57533	Haley,Richard Wallace	2336-R	AL
13572	Halkitis,Michael J	065-027315	IL
38087	Hallemeyer,Adam James	101878	CA
42316	Hallick,Michael T	091736	TX
33620	Hanover,Christine A	065.024430	IL
49838	Harder,John	12988	VA

20307	Harp,Melissa A		
24217	Hartema,Brett M	103662	TX
33639	Harvey,Mark	065.023282	IL
15295	Harvey,Matthew C	2000172908	MO
17419	Hasan,Hussain T		
33645	Hassett,William	065.021156	IL
28825	Hawkins,Bert	71366	CA
57215	Hayes,Vince	56236	CA
50022	Head,Daniel		
36058	Healey,Kathryn	CPA.0022334	CO
24587	Hedden,Dale K	06953	WA
40516	Heidt,Robert H	AC0025400	FL
21670	Hemelt,Matthew E	21240	MD
33662	Henson,Jeremy Steven	16959	AZ
45394	Hernandez,Carlos	AC44645	FL
28543	Hershberger,Brad L	R05514	IA
37686	Hill,Bjorn S		
57457	Hill,David	127265	CA
53310	Hill,Jeffery A	046569	TX
36674	Hill,Tammy M	CP18604478	IN
12178	Hillmann,Jon P	O07092	IA
33682	Hirsh,Lawrence Mark	CPA.14879	OH
33683	Hirsh,Mitchell	065.025351	IL
22171	Hobkirk,Heidi S	O10837	IA
33687	Hoff,Melanie S	064954	NY
28324	Hoffman,Ryan J	86512	CA
10926	Holland,Troy D	CP19400375	IN
17381	Holmberg,Martin R	065.029599	IL
33696	Holmes,Brian D		
59513	Homan,Brian		
13580	Horaney,Michelle	R04833	IA
2590	Horn,William K	04800	MN
46319	Houle,Julie M	20559	MA
55735	Howard,Hugh R	CPA.17921	OH
13917	Hren,Brian	16101	MN
28353	Hudson,Melvin E	87327	CA
61002	Humphries,John B		
46323	Hurley,J. Ryan	24170	MA
59514	Hutter,Christian		
33736	Isaac,Elliot	088640	NY
36640	Iyer,Kesavan R		
5119	Jackson,Todd A	08005	MN
25520	Jacobson,Robert W		

33755	Jenkins,Andrew	CPA.51385	OH
45005	Jenkins,Gary	AC40412	FL
55737	Jenkins,Kenneth J	CPA.30298	OH
27614	Ji,Yang Frank	065.049042	IL
21679	Jirsa,Robert J	5567	MD
12295	Joaquin,C Dean	66003	CA
4254	Johannesen,Jeffrey	R02999	IA
20784	Johnson,Elizabeth		
53172	Johnson,James	89662	CA
11446	Johnson,Randolph L	11379	MN
22956	Johnson,Steven	065.023506	IL
12793	Johnson,Steven R	2004019996	MO
16557	Jones,Brandon K	17613	MN
59563	Jones,Christopher		
55738	Jones,Paul R	CPA.37395	OH
25004	Jong,Karen W	52489	CA
4186	Jorth,Bruce J	AC0030231	FL
33793	Jugan,Steve	074349	NY
24042	Juliana,Michele		
29869	Kaczmarek,Joseph	065036159	IL
11850	Kadavy,James M	R03666	IA
20796	Kain,Theresa A		
25174	Kaiser,John	065040422	IL
33802	Kalic,Loraine A	34540	OH
16653	Kalla,Jennifer A	18937	MN
47749	Kastenschmidt,Robert	17979-1	WI
9089	Kathe,Shari L	065.025031	IL
51930	Katz,Jennifer	094791-1	NY
33820	Kaufman,Gabrielle	10303	MD
55912	Kautter,David	CPA2846	DC
47723	Kawecki,Richard		
26891	Keating,Sean	102435	NY
20842	Kelley,Steve E	18248	WI
44017	Kellogg,Jason J	CPA.0024891	CO
56036	Kelly,Raymond	49203	NY
25120	Keninger,Korey C	2008036970	MO
22082	Kennedy,Kristi	041718	TX
21230	Kenney,Matthew A		
8561	Kent,Ronald D	53375	CA
33844	Kessel,Morton	065-008141	IL
27860	Kettler,Joshua N		
48473	Keyler,Lawrence	CP18604949	IN
27730	Kiehl,Gregg	22862	NC

23990	Kiel,Paul F	065028079	IL
46335	Kiley Jr.,Paul C	20382	MA
9811	Kimball,J. Scott	065.027222	IL
21688	Kinslow,Joseph S	32696	MD
51119	Kirkell,Brian		
12172	Kirley,Thomas Michael	19033	MN
24758	Kirn,Steven	CPAL.0011450	CT
21547	Kirsh,Michael A	CA-039784-L	PA
13181	Kissell,Gerald B	14520	MN
44621	Kitchen,Patrick	065027201	IL
49895	Klimkowski,James		
14661	Klintworth,David J	065018487	IL
62561	Klisch,John David	CPA012504	GA
6319	Knudson,James R	11574	MN
13369	Koch,Timothy J	CP19800052	IN
48201	Kolodkin,Ronald	53387	CA
18468	Koltun,Steven M	065030997	IL
27859	Kondisetty,Sudhir K		
21549	Kopew,Steven P	CA-026408-L	PA
24340	Kostick,Tasha Rae	83182	CA
33889	Kot,Stanley	065.029350	IL
37460	Kothari,Hitesh	113601	NY
62075	Kothmann,William S	087978	TX
46340	Kracunas,William J		
8256	Kral,Mark E	23794	NC
3097	Kramer,Gary M	97107	CA
33899	Kreiner,Chaim H	065-029889	IL
8776	Krezek,James A	019868	MO
47908	Krusell,Ross		
48204	Kultgen,Mark	8573-1	WI
26156	Kurek,Karen L	065.017988	IL
53847	Kwiatek,Harlan J	118478-1	NY
46343	LaDue,Christopher K		
29310	LaFrance,Steven W	CP19200452	IN
10178	Lambrix,Gary R	3122R	NV
23622	Lamkin,Kathleen P		
46346	Lamothe,Marc P	20727	MA
24778	Landau,Gerald	CPAL.0007237	CT
33938	Langley Jr,Robert P	12043	MA
29064	Lanza,John	20CC02405400	NJ
33941	Lapidus,Carol C	055563	NY
14254	Lauritsen,Kaye A	17919-R	AZ
20839	Le Bihan,Franck		

45056	Leblanc,Larry L	38298	MD
20752	Lee,Jr.,Ronald Wendell	25765	NC
58460	Lee,Peter	75325	CA
41989	Lee,Susan	75088	CA
33975	Leffler,William H	11592	MD
27284	Leitzen,Valerie	25438-1	WI
13293	Lemke,Eric	065.025556	IL
20161	LeMond,Ryan T	87915	CA
19543	Lemons,Dean M		
11865	Lenz,Thomas C	065.015432	IL
45652	Levenson,Daniel F	065.028531	IL
53327	Li,Virginia Way-Jen	065557	TX
14916	Lidel,Jamie L	11150	AZ
57671	Lindamood,Alex	29898	VA
51632	Linders,Martina	239.011529	IL
22395	Lipari,Donald	054561	NY
58729	Lisi,John	AC0027968	FL
4868	Lockwood,Debra K	AC0032286	FL
46054	Logan,Marc D	31552	VA
53329	Logan,Robert M	017348	TX
62080	Lonsdale,Patrick M	080505	TX
50954	Lord,Sara	20148	MN
22398	Lorusso,Mark	CPAL.0004885	CT
54153	Loudermilk,Jay	CP10000367	IN
15315	Lundberg,Michael D	27820	MN
13094	Luzi,David S	065.022027	IL
28294	Machara,Joseph	065.021403	IL
7836	Mack,Christine T	10683	MN
46365	MacKenzie,Christopher J	10223	MA
48599	Mackey,Scott	27613	MA
48127	Macora,Stanley	107803	NY
21840	Maddux,Gregory A	011149	MO
35901	Maginley,Donnovan	AC0027718	FL
21994	Mahoney Jr.,Joseph E	14545	MA
56797	Mahoney,William III P	CA017304L	PA
29771	Majer,John	AC38374	FL
56798	Malone,Andrew J	CA020473L	PA
3597	Mansk,James Kenneth	065.019318	IL
35661	Mantas,John H	CA015394L	PA
11863	Marcotte,Milton J	065.026199	IL
57554	Mardis,Jeffrey T	7390	AL
53332	Margolis,Barry H	010945	TX
36915	Margossian,Raffi	130338	CA

34093	Marinacci,Thomas P	043413	NY
59520	Marker,Jeffrey		
20382	Marrano,Brian C	065026742	IL
39793	Marshall,Brian	CPAL.0012096	CT
11756	Marshburn,Morris R	16764	NC
13635	Martin,Garrick L	22740	NC
14761	Martin,Jerome J	17652	MN
21478	Martinelli,Susan A	CPAL.0012003	CT
21562	Marvel,Paul J	CA024508L	PA
24483	Mascareno,Samuel	85325	CA
57555	Mason,Craig J	8140-R	AL
12537	Massmann,Lance Walter	1739	SD
34117	Matheny,James Stephen	4270	MD
54304	Matson,Patricia		
14526	Matthys,Ryan	CP19800098	IN
43857	Matz,Randy		
16770	Maves,Brandon M	19880	MN
21703	Mayhew,Keith R		
16635	Mazza,Joseph D	73913	CA
34127	McAuliffe,R Bruce	CPA.40148	OH
2337	McCann,Steven J	R03219	IA
20477	McCarragher,Joseph D	O10820	IA
50047	McClelland,Stephen	078478	NY
26322	McConnell,Paige M	83821	CA
42719	McCourt,John G	31155	VA
46378	McDonald,Robert Joseph	21541	MA
56799	McLemore,Lisa A		
12523	McNeal,Timothy D	15363	MN
22405	McParland,John	043916	NY
46383	Meconi,William L	27356	MA
24707	Megahee,Laura	31644	NC
18477	Meier,Kurt		
38990	Menaker,Steven Alan	14592	NC
34165	Meritt,Brian S	4272	MD
44565	Metzger,Moshe	039939	NY
34174	Meyer,Joel	065.008152	IL
34179	Milewski,Thomas A	065.027504	IL
29980	Miller,Bradley	CP10500049	IN
44544	Miller,Faye	35856	MD
28414	Miller,Jonathan		
2354	Miller,Kenneth L	R02530	IA
11489	Millmann,Daniel C	10884-1	WI
7677	Miskell,Mark W	065.018806	IL

55750	Moeller,Jay J	CPA.28954	OH
34198	Moenck,Jan M		
21710	Monaghan,Michael P	6559	MD
25005	Moore,James B	O07935	IA
14461	Moore,Robert B	065.024643	IL
24615	Morgan,Bryce W	08081	WA
12242	Moritz,Timothy E	065.025174	IL
4042	Morton,James F	CP18605929	IN
49162	Mulloy,Patrick	CA049627	PA
13798	Mulvey,Peter T	065.024774	IL
22411	Muratovic,Haslan	084187	NY
13772	Murphy Hirata,Patricia	32981	CA
20241	Murphy,Christopher M	065030673	IL
6900	Murphy,Craig A	09135	MN
14703	Musi,Gennaro	074444	NY
14989	Nafziger,Michael		
38249	Nahom,Robert	8337	AZ
58542	Nahorski,James R	006105	MO
46403	Natalucci,Gregory P	20738	MA
3691	Natenstedt,Donald E	36959	CA
22417	Nedder,Ernest J	CPAL.0012098	CT
23940	Nelson,Bryan		
5175	Nelson,Michael V	06106	MN
1447	Neumann,Roger L	O01532	IA
36970	Newman,Philip	AC39224	FL
24244	Nichols,K. Michael	239001836	IL
24079	Nichols,Martin		
34287	Nichols,Richard	034126	NY
23772	Nickel,Jamie S	20149	MN
46409	Nicolopoulos,John	16073	MA
52633	Niden,Henry	11620	GA
16432	Nietzel,Terri L	065.025218	IL
58543	Nilges,Dennis P	004387	MO
34294	Nockels,Paul J	065-024441	IL
51827	Noonan,David		
53848	Norfleet,James	072675	NY
62104	Notley,Robert M	068534	TX
34301	Nudelman,Mendel	065016675	IL
49523	Nunez,Alfonso	130211	CA
62105	O'Brien,Michael W	025596	TX
34313	O'Brien,William J	065024311	IL
18230	O'Connor,Douglas J	26003-1	WI
3063	Oeth,David R	11205	MN

24621	O'Hare,Kenneth	20281	WA
35662	Ohliger,Teri A	CA013199L	PA
58429	O'Leary,Richard A	49072	CA
43771	O'Leary,Thomas	25467	VA
3594	Opheim,Douglas W	09295	MN
8749	Opland,Gordon L		
27140	Parish,Steven		
18466	Passaglia,Linda R	25521	WI
46419	Paul,Alan D	4106	MA
12403	Pavano,Carrie A	13441	AZ
44058	Peikes,Rebecca	CA13165L	PA
34395	Peltz,Scott	065.014834	IL
23509	Perez,Eric	CPAL.0009947	CT
62112	Perez,Jr.,Joel	075571	TX
23203	Perez,Patricio J	AC0031690	FL
9372	Peterson,David B	065022498	IL
34404	Petrus,William J	CPA.20053	OH
53339	Phipps,Jeannette I	013519	TX
16310	Pierce,Christopher M	087074	TX
62654	Pinkstaff,Karen	084815	TX
55757	Pleiman,Todd P	CPA.41197	OH
22430	Plutzer,Robert	084963	NY
23014	Pornoy,Karen	239.028035	IL
48474	Pottratz,Michael	CP19500220	IN
442	Price,Dean R	O01045	IA
6637	Prien,Kevin K	O05720	IA
26977	Prillaman,Jacquelyn	28872	NC
56282	Prophet,Melissa G	904379	OK
17780	Prough,Roger L	CPA.47060	OH
40457	Radford,Michael	17133	NC
1776	Radke,Craig T	24755	NC
19763	Ragan,Randy A	065.007514	IL
9864	Randles,Gary R	065.014146	IL
34482	Rate Jr,Richard A	45829	VA
55316	Reagan,Kevin	45303	CA
24635	Reffner,Karen L	19282	WA
27740	Reimann,Rodney		
34495	Rennie,Marcia	103904	NY
11981	Reto,Joyce	CPA034281	GA
34505	Ricchezza,Joseph R	051229	NY
57571	Richardson,James L	2502	AL
17207	Richardson,James M	44937	NE
39902	Riddle,Steven D		

29539	Ridenour,Craig	31928	NC
35666	Rilling,John	CA028936L	PA
62120	Rios,Raul	045147	TX
24639	Ritchie,Scott	20355	WA
8185	Ritsche,Mark A	10763	MN
13206	Roeder,Susan L	CA046874	PA
29213	Romano,John J	R04772	IA
56813	Romano,Michael T	CA030102L	PA
4119	Rominger,Jack L	58587	CA
11313	Roozeboom,Douglas T	O09367	IA
46445	Rosenfeld,Diego		
34547	Rosenthal,Barry	065-012956	IL
9598	Ross,Jeffrey A	AC0026745	FL
28669	Rotta,Matthew Joseph	065.034770	IL
8671	Rourick,Thomas J	081462	TX
46663	Routh,Daniel James	30429	NE
17562	Rubischko,Jeremy D	19522	MN
16197	Rucker,Brandon T	26145	NC
34562	Ruey,Nathaniel J	87345	IL
40884	Russell,William Todd	AC39525	FL
56283	Salmons,James B	906101	OK
24644	Sancewich,Wendy M	22362	WA
35867	Sanders,Jamie Klosterman	108134	TX
28780	Sanderson,Colin	097823	NY
41453	Sandler,Eric	074239-1	NY
22017	Sannella,Louis J	06058	MA
64020	Sant,Sean	1101023318	MI
11451	Santori,Mary Beth	14730	MN
14670	Sasse,Denise A	065.025549	IL
50175	Saunders,Corey	30621	WA
23375	Saunders,Rodney L	21474	MD
23376	Savva,Elisavet M	26678	VA
44482	Scaliti,Matthew	104400	NY
4773	Scharenbroch,Carl L	9525	WI
46450	Schena,Robert J	18260	MA
43731	Schmidt,Robert		
34623	Schneidman,Byron	065.018327	IL
34624	Schnell,Thomas M	239.029409	IL
12206	Schoenauer,Steven R	O07906	IA
55768	Schoster,Kenneth J	CPA.21772	OH
7105	Schroeder,Kathleen O	10253	MN
60751	Schulman,Jay		
3978	Schulte,Jon P	0854	SD

34639	Schwartz,Michael A		
34642	Schwartz,Terry	18317	AZ
34643	Sciarappa,Donna M	23883	OH
2808	Score,Douglas O	04184	MN
7817	Scudder,David	065.023615	IL
34648	Seaton,Jennifer	065.028541	IL
53409	Sedwick,Melna Lynn	AC46970	FL
44686	Seidel,Jeffry B	043951	NY
4843	Seiler,David J	065-011730	IL
33152	Seitz,Kate	239.006090	IL
36434	Sekhri,Vikas	103576	NY
15697	Sengstock,Dean A	19322	MN
44689	Sevier,Jason	21486	MD
62134	Sewell,Marc D	080326	TX
28501	Shah,Kislay	CPAL.0012608	CT
46455	Shaker,Christopher M	31453R	MA
46456	Shamon,Joel F	13856	MA
60615	Sharique,Nazif	079489	TX
56944	Sharp,Kristi	069502	TX
14662	Shaw,Patrick T	065.019341	IL
22582	Shaw,Thomas J	065.028969	IL
22457	Shear,Eugene	075444	NY
34670	Sheeley,Stacey	087022	NY
24959	Sheridan,Rebecca T	100336	TX
22458	Shlinger,Harry	036699	NY
63995	Short,Paul	75380	CA
50931	Shriner,Richard		
19769	Shumovich,Daniel G		
29787	Sibley,Jason A	CPA.0021635	CO
18400	Siebrasse,Paul B		
52486	Siegel,Charles Mitchell	086360	NY
53351	Siegel,Terri T	058976	TX
45591	Silver,David	30657	MD
51129	Simms,George	32621	NC
23729	Sims,Leslie A	2004003877	MO
22366	Singer,Cristin	080750	NY
20199	Sink,James L		
17264	Sisler,Melissa R	O09875	IA
20276	Sjoholm,Joseph P	086778	NY
59529	Sloan,Kirk		
12916	Smaroff,Duke G	065.026121	IL
12595	Smith,David N	16153	NC
59530	Smith,Debra		

7117	Smith,James M	09900	MN
21908	Smith,Kevin M	2007023720	MO
46464	Smith,Michael D	17450	MA
8871	Smith,Roger K	O06299	IA
23386	Sneeringer,Thomas J	0018691	MD
5981	Snyder,Mark L	12457	NC
41835	Sobhy,Mohamed	52224	CA
10077	Sokolowski,Christopher J	065-017542	IL
34750	Spencer,Margaret C	AC0007604	FL
34752	Spigelman,Alan Howard	065.020582	IL
34754	Spizman,William D	065.018866	IL
46112	Sponsel,Elizabeth Jean	11874	MN
53357	Sprague,David B	052002	TX
7376	Spreitzer,James B	05178	MN
45384	Sprenger,Steven S		
41597	Sproull,John Patrick	AC41989	FL
62136	Sprouse,Lester F	026775	TX
46467	St. Germain,Jim E		
45401	Stackpole,Leslie B	13934	AZ
55772	Stallard,Justin D	CPA.37690	OH
34774	Steinberg,Joel	052408-1	NY
14801	Sterling,David A	065.018489	IL
55773	Steward,Daniel P	CPA.41779	OH
57579	Stewart,Stephen S	9239	AL
56818	Stilo,V Todd	CA022533R	PA
61889	Stocks,James		
12926	Stoettner,Robert E	065.025560	IL
7377	Stoneburner,Keith Lee	10308	MN
18276	Strauss,Amanda Claire	086827	TX
44255	Strimber,Mark		
34801	Strype,Michael P	059675	NY
41338	Stuart,Richard	CPAL.0006163	CT
46579	Sturisky,Gary	72043	IL
38571	Sundar Raj,Kartik	33738	VA
47607	Susswein,Donald Benjamin		
26949	Swanson,Andrew C	O10854	IA
41316	Sweeney,James P	AC0027453	FL
46479	Talcoff,Mathew D	17087	MA
39483	Tambor,Yaakov	095155	NY
27745	Tasel,Murat	25570	MD
12402	Tassitano,Tamara K	AC0025324	FL
22472	Taub,Stuart	075425	NY
34864	Thomas-beck,Kathleen M	AC0023273	FL

59577	Tickner,Benjamin		
26483	Ticknor,Matthew M	2007018405	MO
9560	Tiefenthaler,Tim J	81209	CA
1793	Tomaw,Mark A	065.010811	IL
27601	Topinka,Jolene A		
12514	Topp,Corey A	16718	MN
34889	Tracy,Mitchell P		
22880	Trager,Michael H	CA012947L	PA
13852	Tramp,Chad P	R03928	IA
25079	Tritabaugh,Adam W.	22733	MN
57587	Tucker,Richard J	4742-R	AL
7100	Tunning,Marty J	O05650	IA
28345	Tutor,Matthew W	85626	CA
15448	Umphress,Victoria Y	CPA-2841	NV
16108	Underwood,Douglas W		
25014	Urban,Anthony A		
42830	Valderrama,James	35648	OH
28351	Valentine,Gretchen L	43814	CA
43584	Van Wert,David	101332	CA
15989	Vance,Patrick M		
3216	Vandenberghe,Daniel A	06182	MN
15389	VanDyne,Rochelle Ann	18996	MN
41980	Vanlandingham,Scott D		
12368	Vannucci,Kevin T	106822	NY
40506	Varga,Gerald	104171	CA
4866	Verdick,Martin E	065.012773	IL
35183	Vergo,Michael J	AC0016351	FL
51752	Vetter,Gregory		
29459	Vial,Paul R	O04487	IA
46497	Vitale,Leslie P	8314	MA
34943	Vogelsang,William	124955	CA
14489	Voigt,Lee A		
13135	Volpe,Ralph A	CPAL.0004025	CT
51374	Wagner,Jr,Horace	AC0019559	FL
7876	Wagner,Robert E	22543	NC
2703	Walch,James M	04699	MN
48819	Walker,Patrice		
34964	Wall,Daniel M	065-025181	IL
25542	Wallace,Keith T	18649	NC
7217	Wallgren,Donald	13979	MN
34968	Walti,Kenneth Scott	239027702	IL
53372	Warley,Carol G	021968	TX
57792	Warren,Andrew	CPAL.0017946	CT

27896	Wasserman,Philip M	040378	NY
16167	Waterman,Jonathan A	065031103	IL
25638	Waters,Sarah J	CP11300399	IN
57590	Watkins,Larry W	8948	AL
57591	Watson,James A	2646	AL
26408	Watson,Michael P		
34980	Wax,Laurie F	088547	NY
39359	Webber Laczo,Sara Ann		
23403	Weber Jr.,Eugene A	25457	VA
50158	Weber,John	093366	NY
34983	Weber,Michael B	059179-1	NY
18171	Weber,Ryan J	O10585	IA
26781	Wehrheim,Richard D.	R04587	IA
34985	Weil,Lynne	065.031226	IL
9122	Wells,William E	1065R	NV
24241	Wernimont,Chad M	O11343	IA
57593	West,John C	2759	AL
53770	Wetzel,Daniel	15912	MO
35000	Wheadon,Daniel J	21402	MA
38985	Wheat,Mandy Lynn	32100	VA
35001	Whelan,Daniel	18110	MD
28504	Whetstone,Tracy	065.033076	IL
27387	Wickwire,Craig D.	88385	CA
56028	Wilgenbusch,Scott	065037717	IL
14663	Wilkens,Thomas Lee	24977	NC
57596	Wilks,Shad W	8295	AL
21598	Williams,Colleen A	CA015469L	PA
14667	Williams,Dana C	65.024883	IL
10676	Williams,Jeffrey G	19795	NC
38466	Williams,Michael F	073093	TX
29907	Wilson,Jerry	32614	NC
24665	Wilson,Lisa T	14550	WA
26490	Wilson,Peter S	53158	NY
40535	Wilson,Scott H.	AC0023048	FL
17567	Wilson-Jones,Darcelia A	73503	CA
53179	Wiltgen,Karen		
35029	Windlinger,John R	065.019426	IL
28515	Windram,Thomas	CPA902556	DC
60612	Wingate,Martin	AC0026603	FL
35033	Wischmeyer Jr,Thomas A	CPA.25121	OH
54273	Wiskus,Jennifer	132344	CA
7840	Woell,James M	10838	MN
52977	Wood,Anthony		

54897	Wood,Christian		
47491	Wood,David	065.026720	IL
13432	Woodworth,William J	74291	CA
40503	Worden,Clay	AC0027808	FL
23677	Wories,Craig	065031263	IL
35056	Wozniczka,John	065-024496	IL
62160	Wright,John E	063392	TX
35684	Wright,Rodlee J	CA032851L	PA
53376	Wright,Thomas M	014087	TX
62161	Wright,Tom D	076204	TX
46493	Wunder,Nichole	25742	MA
35063	Yager,Jeffrey H	48771	NY
46567	Yonowitz,Arthur	17500	MD
50726	York,Sherri Holbrook	28929	NC
23653	Zabel,Jeremy D	21466	MN
26696	Zagar,Teresa	065.030538	IL
35084	Zalick,John P	CPA.10855	OH
21167	Zall,Bryan A	3099	AZ
24823	Zanderson,Jason V	1905	SD
16646	Zwart,Jeremy D	18988	MN

AMENDMENT NO. 2

This AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of March 1, 2017 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) RSM US, LLP ("RSM", f/k/a McGladrey LLP), having its principal office at 1185 Avenue of the Americas, New York, New York 10036 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO14000004 between the County and the Contractor, executed on behalf of the County on December 15, 2014, as amended by the arrangement letter, dated January 6, 2015, and as amended by Amendment 1, County contract number CLCO16000002, executed on behalf of the County on April 11, 2016 (together, the "Original Agreement"), the Contractor provides services in connection with the complete annual financial audit of the County and single audits of federally funded programs, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from the commencement of the audit of the County's financial statements, and shall end with the completion of all Audit Services for the fiscal year ending December 31, 2016, provided that the County has the option to extend the Original Agreement for up to two (2) additional years, with each extension covering the period from commencement through completion of audit services for each respective fiscal year through fiscal year ending December 31, 2018, or unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Sixty-Four Thousand Seven Hundred and Eighty-Three and 00/100 Dollars ($964,783.00) ("Maximum Amount"); and

WHEREAS, the Original Agreement provided that where there is a change in the scope of Services or any agreed-upon additional audit-related services to be provided under the Original Agreement, or in any circumstance with respect to the Original Agreement, the parties shall negotiate in good faith to make an equitable adjustment to the rates; and

WHEREAS, the County and Contractor deem it in their respective best interests to include additional audit-related services as part of the Services and to increase the Maximum Amount to provide funds for such additional audit-related services; and

WHEREAS, the County and the Contractor desire to further amend the Original Agreement as and to the extent set forth in this Amendment; and

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

1. Amount of Consideration: The Maximum Amount in the Original Agreement shall be increased pursuant to Section 4 (A) (3) of the Original Agreement by Forty-Five Thousand Seven Hundred and Sixty-Six and 00/100 Dollars ($45,766.00) as compensation for additional audit related services relating to the Contractor's audit of the County's financial statements, so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall not exceed One Million Ten Thousand Five Hundred and Forty-Nine and 00/100 dollars ($1,010,549.00) (the "Amended Maximum Amount").

2. Services: The Services to be provided by the Contractor as set forth in Section 2 of the Original Agreement shall be amended to include the following additional services performed by Contractor in relation to the following items, with their respective costs:

a. Unexpected circumstances required significant additional work above and beyond the normal scope of testing which ultimately led to the need for a restatement of opening fund balance for the County's capital funds to ensure the completeness and accuracy of the adjusting entries required as well as additional examination of the underlying schedules and records for 2015 and 2014 at a maximum cost of Eighteen Thousand One Hundred and Eighty-Two and 00/100 Dollars ($18,182.00);

b. Two of the County's federally funded grant programs required qualified opinions from the Contractor (instead of unmodified, or clean, opinions) due to unanticipated matters which occurred during the performance of the auditing procedures above the normal scope of the audit. Because of the lateness of obtaining responses to questions and support for selections, and because of the significance of the findings that required the Contractor to qualify its opinions on the two programs, the Contractor had to spend more staff time than anticipated following up and had to bring more staff out at times not originally scheduled or budgeted. This resulted in additional costs for the supplementary staff necessary to complete the testing that is required by the Federal government at a maximum cost of Twenty-Two Thousand Four Hundred Eighty-Three and 00/100 Dollars ($22,483.00);

c. An unexpected circumstance occurred with the County Executive's indictment after the CAFR audit but before the DOT audit was issued. Risk mitigation procedures were required in order for the Contractor to be able to issue the DOT report. Contractor had to work with its National Office of Risk Management to evaluate the indictment and available news information, additional required procedures in order to issue the DOT report at a maximum cost of Five Thousand One Hundred and One and 00/100 Dollars ($5,101.00).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

RSM US, LLP

By: Scott A Bassett

Name: Scott A Bassett

Title: Partner

Date: 4-25-17

PLEASE EXECUTE IN BLUE INK

State of ~~New York~~ Connecticut)

) ss.:

County of New Haven)

On the 25th day of April in the year 2017 before me personally Scott A. Bassett, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New London; that he or she is a Partner of RSM US LLP, the limited liability company described herein and which executed the above instrument; and that he or she signed his or her name by authority of the partners of said limited liability company.

Veronica C. Wallace

NOTARY PUBLIC
State of Connecticut

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

(or) Chief Deputy County Executive

(or) Deputy County Executive

Date: _____

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

Notary Public

Contract ID#:CQCO14000004- Line 03

Department: Comptroller

E-62-16

JM

Contract Details

SERVICE: 2015 County Audit

NIFS ID # CLCO16000002 : NIFS Entry Date: 2/8/16 Term: 12/29/15 to 12/31/16 CAFR Year

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 RSM US LLP	Vendor ID# 420714325-01
Address 1185 Avenue of the Americas, New York, NY 10036	Contact Person Jen Katz
	Phone (212) 372-1000

County Department
Department Contact Sergio A. Blanco
Address 240 Old Country Road, Mineola , NY 11501
Phone (516) 571-2854

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 2/8/16 ☐ *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered*	2/26/16 2/26/16		
	OMB	*NIFS Approval (Contractor Registered)* ☑	2/29/16		Yes ☑ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☐	03/09/16		
	County Attorney	*CA Approval as to form* ☐	03/29/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	3/29/16		
3/17/16	County Attorney	*NIFS Approval* ☑	4/12/16		
	Comptroller	*NIFS Approval* ☑	3/25/16	$ 5/20/16	
2/29/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/25/16		

PR5254 (1/06)

Contract ID#:CQCO14000004- Line 03

Department: Comptroller

Contract Summary

Description: Additional Services in connection with the Audit of the County's Financial Statements for the 2015 through 2016 CAFR years.
Purpose: Contractor is to provide additional services related to the comprehensive audit of County's financial statements, provide management letters, perform the County's federally mandated single audit and provide other related services. These include adjustments to the preliminary trial balance; adjustments to the cash balance; adjustments to deferred revenue in the Grant Fund; adjustments to revenue from the Tobacco Settlement Corporation; and adjustments to the reporting of FEMA expenditures.
Method of Procurement: A request for proposals was done in January 2014.
Procurement History: Three firms submitted proposals. After a lengthy evaluation process, including presentations by all of the three proposers, and Best and Final Offers from each of the three proposers, the evaluation committee determined that McGladrey's (n/k/a RSM US, LLP), proposal was superior to the rest.
Description of General Provisions: Complete annual financial audit of the County and Single Audits of Federally Funded Programs, inclusive of monies received under ARRA management letters.
Impact on Funding / Price Analysis: $64,783.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO
Resp:	1200
Object:	DE503
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$64,783
Federal	$
State	$
Capital	$
Other	$
TOTAL	$64,783

LINE	INDEX/OBJECT CODE	AMOUNT
01	COGEN1200 DE503	$64,783
X		$
X		$
X		$
X		$
X		$
	TOTAL	$64,783

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/29/16
Date 3/25/16	Date 3/22/16	(For Office Use Only) E #:

PR5254 (1/06)

E-62-16

RULES RESOLUTION NO. 63 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND RSM US LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with RSM US LLP in connection with the complete annual financial audit of the County and single audits of federally funded programs, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with RSM US LLP.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND RSM US LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with RSM US LLP in connection with the complete annual financial audit of the County and single audits of federally funded programs, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with RSM US LLP.

DOCUMENT CATEGORY	: CL CONTRACT INCREASE /CHANGE TERMS		
ENTERED BY	: MARKERT, VALERIE 1-6552		
DOCUMENT NUMBER	: CLCO16000002	**INITIATING DEPT**	: CO
INPUT PERIOD (MM YYYY)	: 02 2016 FEBRUARY		
VENDOR NUMBER / SUFFIX	: 420714325 01	**APPROVAL TYPE**	: 01
VENDOR NAME	: RSM US LLP		
VENDOR ADDRESS	: 5155 PAYSPHERE CIRCLE		
	CHICAGO IL 60674		
COUNTRY	: USA		
ALPHA VENDOR	: RSM US LLP		
BANK NUMBER	:	**TREAS NO**	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 64,783.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	**NOTEPAD (Y OR N)**	: N
POSTING/EDIT ERRORS	: P414		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F11-ERRORS F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLCO16000002 - 01 INPUT PER: 02 2016 AMOUNT : 64,783.00

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CQCO14000004 03
TRANS DESC. : ADD'L SVCS FOR 2014 AUDIT CAFR
TRANS AMOUNT : 64,783.00
INDEX : COGEN1200 ACCOUNTING
SUBOBJECT : DE503 FINANCIAL
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 420714325 01 RSM US LLP

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	12/15/2015	109	CACO15000003	01 COGEN1200	DE503			12 2015
		FY2015 AUDIT OF CTY FINANCIAL STMTS			CAFR			300,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: RSM US, LLP

CONTRACTOR ADDRESS: 1185 Avenue of the Americas, New York, NY 10036

FEDERAL TAX ID #: 420714325-01

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 . Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals were done in January, 2014. Three firms submitted proposals. The evaluation committee determined that RSMS proposal was superior. [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 best efforts as outlined in Exhibit "EE" may be requested by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☑ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/26/16

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.*

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. 199 Water Street, 9th Floor New York, N.Y. 10038	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : North American Capacity Insurance Company	
INSURED RSM US LLP 331 West Third Street, Suite 200 Davenport, IA 52801	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Miscellaneous Professional Liability Insurance			ZZL0000117-02	04-Jan-15	01-Jul-16	Not less than US$1,000,000 any one claim and in the aggregate.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
Attn: George Maragos, Comptroller
240 Old Country Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: KansasCity.CertRequest@marsh.com Fax: 212-948-0015 111314 75810 CBrice	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED RSM US LLP One South Wacker Drive, Suite 800 Chicago, IL 60606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Sentry Insurance A Mutual Company — 24988 INSURER B : Sentry Casualty Company — 28460 INSURER C : N/A — N/A INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CHI-006058343-04 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			90-18524-04	11/30/2015	11/30/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY			90-18524-05 (AOS)	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
A	X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			90-18524-06 (MA)	11/30/2015	11/30/2016	BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-18524-01 (AOS)	11/30/2015	11/30/2016	X PER STATUTE [ ] OTH-ER		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18524-02 (WI)	11/30/2015	11/30/2016	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is named as Additional Insured (except Workers Compensation) if required to be so by written contract.

CERTIFICATE HOLDER

Nassau County
Attn: George Maragos, Comptroller
240 Old Country Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Keith A. Stiles

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AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of December 29, 2015 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department), and (ii) RSM US LLP ("RSM", f/k/a McGladrey LLP), having its principal office at 1185 Avenue of the Americas, New York, New York 10036 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO14000004 between the County and the Contractor, executed on behalf of the County on December 15, 2014, as amended by the arrangement letter, dated January 6, 2015, the County contract, is hereby referred to as the "Original Agreement", the Contractor provides services in connection with the complete annual financial audit of the County and single audits of federally funded programs, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from the commencement of the audit of the County's financial statements, and shall end with the completion of all Audit Services for the

fiscal year ending December 31, 2016, unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Thousand and 00/100 Dollars ($900,000.00) ("Maximum Amount");

WHEREAS, the Original Agreement provided that where there is a change in the scope of Services or any agreed-upon audit-related services to be provided under this Agreement, or in any circumstance with respect to the Original Agreement, the parties shall negotiate in good faith to make an equitable adjustment to the rates;

WHEREAS, the County and Contractor deem it in their respective best interests to include additional audit-related services as part of the Services and to increase the Maximum Amount to provide funds for such additional audit-related services;

WHEREAS, the County and the Contractor desire to further amend the Original Agreement as and to the extent set forth in this Amendment; and

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

1. Amount of Consideration: The Maximum Amount in the Original Agreement shall be increased pursuant to Section 4 (A) (3) of the Original Agreement by Sixty-Four Thousand Seven Hundred and Eighty Three and 00/100 Dollars ($64,783.00) as compensation for additional audit related services relating to the Contractor's audit of the County's financial statements, so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall not

exceed Nine Hundred Sixty-Four Thousand Seven Hundred and Eighty-Three and 00/100 ($964,783.00) (the "Amended Maximum Amount").

2. Services: The Services to be provided by the Contractor as set forth in Paragraph II of the Original Agreement shall be amended to include the following additional services performed by Contractor in related to the following items, with their respective costs:

   a. Adjustments to Preliminary Trial Balance due to untimely and unexpected circumstances in adjusting entries at a maximum cost of Twenty-Four Thousand Seven Hundred and Five Dollars and 00/100 ($24,705.00);

   b. Adjustments to Cash Balance due to untimely and unexpected circumstances related to recording cash collected by the Treasurer's Office which was not timely recorded in the year-end cash, revenue and other balance sheet accounts at a maximum cost of Five Thousand Seven Hundred Forty-Eight Dollars and 00/100 ($5,748.00);

   c. Adjustments to deferred revenue in the Grant Fund due to untimely and unexpected circumstances related to the recording of revenue in the Grant Fund in a prior year at a maximum cost of Eight Thousand Six Hundred Eighty-Nine Dollars and 00/100 ($8,689.00);

   d. Adjustments to revenue received from the Nassau County Tobacco Settlement Corporation relating to the adoption in 2007 of GASB 48 due to untimely and unexpected circumstances at a maximum cost of Seven Thousand and Ninety-Seven Dollars and 00/100 ($7,097.00); and

e. Adjustments to the reporting of FEMA expenditures for Single Audit reporting due to untimely and unexpected circumstances at a maximum cost of Eighteen Thousand Five Hundred Forty-Four Dollars and 00/100 ($18,544.00).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

RSM US, LLP

By: Jennifer Katz

Name: Jennifer Katz

Title: Director

Date: 2-17-16

PLEASE EXECUTE IN BLUE INK

State of New York)
) ss.:
County of NY)

On the 17th day of ~~January~~ February in the year 2016 before me personally appeared Jennifer Katz, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is a Director of RSM US LLP, the limited liability company described herein and which executed the above instrument; and that he or she signed his or her name by authority of the partners of said limited liability company.

Gail M. Parker
NOTARY PUBLIC

Gail M Parker
Notary Public, State of New York
NO 01PA6126374
Qualified in New York County
Commission Expires May 02, 2017

NASSAU COUNTY

State of New York}
}SS.:
County of Nassau}

I, Michael C. Pulitzer, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with RSM US LLP

On behalf of the Nassau County, Office of Comptroller

On file in this office of the Legislature and is of the whole said original.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 14th day of April 2016

Clerk of the Nassau County Legislature
Nassau County, N.Y.

Notary Public

SAMANTHA ASHLEY GOETZ NOTARY PUBLIC Exp. February 04, 2017 NASSAU COUNTY No. 01GO6275990 STATE OF NEW YORK

RSM

RSM US LLP

February 28, 2017

Hon. George Maragos, Comptroller
Nassau County
240 Old Country Road
Mineola, NY 11501

Attention: Hon. George Maragos, Comptroller

The Objective and Scope of the Audit of the Financial Statements
You have requested that we audit Nassau County's (the County) governmental activities, aggregate discretely presented component units, each major fund, the aggregate remaining fund information and the budgetary comparison (general fund, police district fund and sewer and storm water district fund) as of and for the year ended December 31, 2016 (with the Nassau Community College as of and for the year ended August 31, 2016), which collectively comprise the basic financial statements. Our audit will include the general fund and you acknowledge that we are the group auditor of the County's basic financial statements as of and for the year ended December 31, 2016. We will not audit the financial statements of the Nassau Regional Off-Track Betting Corporation, the Nassau County Industrial Development Agency, the Nassau County Local Economic Assistance Corporation, the Nassau County Bridge Authority and the Nassau Health Care Corporation, all discretely presented component units. Those financial statements will be audited by component auditors.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements and the accompanying supplementary information presented in relation to the basic financial statements.

We will also perform the audit of the County as of December 31, 2016 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

We will perform an audit of the New York State Department of Transportation mandated schedule of State Transportation Assistance Expended that addresses compliance with the requirements that could have a direct and material effect on each State Transportation Program and internal control over compliance in accordance with Part 43 of the NYS Codification of rules and regulations.

We will provide the County with our consent to release preliminary fiscal year results by the second week in April of each year subsequent to the end of the fiscal year being audited, and deliver the final audit and the comprehensive annual financial report (CAFR) by June 30 of each year subsequent to the end of the fiscal year being audited.

We will author a management letter communicating the results of the study and evaluation of the County's system of internal accounting controls performed as part of the audit of the financial statements. The management letter will also provide recommendations about other aspects of the County's operations where opportunities for improvement were observed. The management letter will be delivered

within 60 days after the release of the CAFR and/or Single Audit but no later than the last day of the fiscal year in which the reports are released.

We will attend all Audit Advisory Committee meetings as requested by the County Comptroller.

We will meet all requirements of the County as outlined in Section II, Scope of Work, of **RFP No. CO0107-1402**, Issued January 13, 2014.

The Responsibilities of the Auditor
We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; the U.S. Office of Management and Budget's (OMB) Compliance Supplement; and applicable guidance provided in Part 43 of the New York State Codification of Rules and Regulations (NYCRR) issued by the New York State Department of Transportation. Those standards, regulations, supplements and guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the County Legislature and Audit Advisory Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed here:

- General Fund
- NIFA Fund
- Police District Fund
- Sewer and Storm Water District Fund
- Capital Fund
- Nonmajor Governmental Funds

- Environmental Protection Fund (Special Revenue)
- Tobacco Settlement Corp (Special Revenue)
- Sewer Financing Authority (Special Revenue)
- Grant Fund (Special Revenue)
- FEMA Fund (Special Revenue)
- Tobacco Settlement Corp (Debt Service)
- Sewer Financing Authority (Debt Service)
- NIFA (Debt Service)

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here:

- Nassau Community College
- Nassau Health Care Corporation
- Nonmajor Discretely Presented Component Units
  - The Nassau Regional Off-Track Betting Corporation (Proprietary)
  - The Nassau County Industrial Development Agency (Proprietary)
  - The Nassau County Local Economic Assistance Corporation (Proprietary)
  - The Nassau County Bridge Authority (Proprietary)
- Blended Component Units
  - Nassau County Interim Finance Authority
  - The Nassau County Tobacco Settlement Corporation
  - The Nassau County Sewer and Storm Water Finance Authority

There are no component units whose financial statements you have told us will be omitted from the basic financial statements. Should it be determined during the course of the audit that related organizations are deemed to be component units for financial reporting purposes, they too will be included.

The federal financial assistance programs and awards that you have told us that the County participates in and that are to be included as part of the single audit are listed in an attachment (Appendix A)

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

5. For report distribution; and

6. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

    b. Additional information that we may request from management for the purpose of the audit; and

    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary

information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The County Legislature and Audit Advisory Committee are responsible for informing us of their views about the risks of fraud or abuse within the County, and their knowledge of any fraud or abuse or suspected fraud or abuse affecting the County.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the County and its management and County Legislature and Audit Advisory Committee to discharge the foregoing responsibilities, the County holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance
If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with the Comptroller's Office Accounting Department. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information
RSM US LLP may mention the County's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by RSM US LLP professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers
Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase for out of scope charges. Interim billings will be submitted as work progresses. Billings are due upon submission. The payment schedule for the aforementioned services is as follows:

First progress billing	February 28, 2017	$ 60,000
Second progress billing	March 31, 2017	30,000
Third progress billing	April 29, 2017	30,000
Fourth progress billing	May 31,2017	30,000
Fifth progress Billing	June 30, 2017	30,000
Sixth progress billing	July 29,2017	30,000
Seventh progress billing	August 31, 2017	30,000
Eighth progress billing	September 30, 2017	30,000
Final billing	After delivery of management letter or NYS DOT report, whichever is later	30,000
Total		$ 300,000

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it

will compensate RSM US LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of RSM US LLP.

In the event we are requested or authorized by the County or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. Such costs will be discussed with the County in advance.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least six years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of assisting the County in its annual effort to maintain its Certificate of Achievement for Excellence in Financial Reporting from the GFOA by subjecting the CAFR and the application to a review to ensure that all criteria have been met.

Claim Resolution
The County and RSM US LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. RSM US LLP's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to RSM US LLP for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting
We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Executive and members of the County Legislature. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ended December 31, 2016;

2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;

3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program;

4. An accompanying schedule of findings and questioned costs; and

5. A report on the New York State Department of Transportation mandated Schedule of State Transportation Assistance Expended that addresses compliance with requirements that could have a direct and material effect on each State Transportation Program and internal control over compliance in accordance with Part 43 of the NYS Codification of rules and regulations. The responsibility we are to take for the material included in this report will be the same as that we assume for the single audit reports.

This letter, in conjunction with the contract dated November 13, 2014 and the RFP dated January 13, 2014, constitutes the complete and exclusive statement of agreement between RSM US LLP and the County, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

Scott A. Bassett

Scott Bassett, Partner

Confirmed on behalf of the County of Nassau, New York:

Hon. George Maragos, Comptroller

March 2, 2017
Date

Appendix A
County of Nassau, NY
Federal Awards

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM OR CLUSTER TITLE	FEDERAL CFDA NUMBER
U.S. DEPARTMENT OF AGRICULTURE	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF EDUCATION:	
CHILD NUTRITION CLUSTER	
SCHOOL BREAKFAST PROGRAM	10.553
NATIONAL SCHOOL LUNCH PROGRAM	10.555
TOTAL CHILD NUTRITION CLUSTER	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH:	
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC Program)	10.557
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:	
SNAP CLUSTER	
STATE ADMINISTRATIVE MATCHING GRANTS FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM	10.561
TOTAL SNAP CLUSTER	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	
DIRECT PROGRAMS:	
COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS	14.218
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)	14.231
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME Program)	14.239
COMMUNITY DEVELOPMENT BLOCK GRANTS_SECTION 108 LOAN GUARANTEES	14.248
PASSED THROUGH:	
GOVERNOR'S OFFICE OF STORM RECOVERY (GOSR)	
HURRICANE SANDY COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY GRANTS (CDBG-DR)	14.269
HURRICANE SANDY COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY GRANTS (CDBG-DR)-HURRICANE IRENE-AUGUST 2011	14.269
U. S. DEPARTMENT OF JUSTICE	
DIRECT PROGRAMS:	
EQUITABLE SHARING PROGRAM	16.922
GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTION ORDERS	16.590
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)	16.606
DNA BACKLOG REDUCTION PROGRAM	16.741
PASSED THROUGH:	
NEW YORK STATE CRIME VICTIMS BOARD	
CRIME VICTIM ASSISTANCE	16.575
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	
JUVENILE ACCOUNTABILITY BLOCK GRANTS	16.523
PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT PROGRAM	16.742
DIRECT PROGRAMS:	
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	16.738
PASSED THROUGH:	
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT	16.738
U.S. DEPARTMENT OF TRANSPORTATION	
DIRECT PROGRAMS:	
NATIONAL MOTOR CARRIER SAFETY	20.218
FEDERAL TRANSIT CLUSTER	
DIRECT PROGRAMS:	
FEDERAL TRANSIT_FORMULA GRANTS	20.507
FEDERAL TRANSIT_CAPITAL INVESTMENT GRANTS	20.500
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
FEDERAL TRANSIT_FORMULA GRANTS	20.507
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
METROPOLITAN TRANSPORTATION PLANNING AND STATE AND NON-METROPOLITAN PLANNING AND RESEARCH	20.505

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM OR CLUSTER TITLE	FEDERAL CFDA NUMBER
TRANSIT SERVICES PROGRAMS CLUSTER	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
NEW FREEDOM PROGRAM	20.521
TOTAL TRANSIT SERVICES PROGRAMS CLUSTER	
HIGHWAY PLANNING AND CONSTRUCTION CLUSTER	
DIRECT PROGRAMS:	
HIGHWAY PLANNING AND CONSTRUCTION	20.205
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
HIGHWAY PLANNING AND CONSTRUCTION	20.205
HIGHWAY SAFETY CLUSTER	
PASSED THROUGH:	
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	
GOVERNOR'S TRAFFIC SAFETY COMMITTEE IGNITION INTERLOCK DEVICE MONITORING	20.600
PASSED THROUGH:	
NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE:	
POLICE TRAFFIC SERVICES	20.600
HIGHWAY SAFETY GRANT	20.600
U.S. DEPARTMENT OF THE TREASURY	
DIRECT PROGRAMS:	
TREASURY ASSET FORFEITURE PROGRAM	21.000
U.S. ENVIRONMENTAL PROTECTION AGENCY	
DIRECT PROGRAMS:	
BROWNFIELDS TRAINING, RESEARCH, AND TECHNICAL ASSISTANCE GRANTS AND COOPERATIVE AGREEMENTS	66.814
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH	
BEACH MONITORING AND NOTIFICATION PROGRAM IMPLEMENTATION GRANTS	66.472
U.S. DEPARTMENT OF EDUCATION	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH:	
SPECIAL EDUCATION - GRANTS FOR INFANTS AND FAMILIES	84.181
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
DIRECT PROGRAMS:	
COMPREHENSIVE COMMUNITY MENTAL HEALTH SERVICES FOR CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCES (SED)	93.104
HIV EMERGENCY RELIEF PROJECT GRANTS	93.914
HURRICANE SANDY RELIEF CLUSTER	
PASSED THROUGH:	
NORTH SHORE LIJ HEALTH SYSTEM/ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI	
HHS PROGRAMS FOR DISASTER RELIEF APPROPRIATIONS ACT- NON CONSTRUCTION	93.095
TOTAL HURRICANE SANDY RELIEF CLUSTER	
NEW YORK STATE DEPARTMENT OF HEALTH:	
IMMUNIZATION COOPERATIVE AGREEMENTS	93.268
PREVENTIVE HEALTH SERVICES_SEXUALLY TRANSMITTED DISEASES CONTROL GRANTS	93.977
MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES	93.994
MEDICAID CLUSTER	
NEW YORK STATE DEPARTMENT OF HEALTH:	
MEDICAL ASSISTANCE PROGRAM	93.778
TOTAL MEDICAID CLUSTER	
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:	
CHILD SUPPORT ENFORCEMENT	93.563
LOW-INCOME HOME ENERGY ASSISTANCE	93.568
TANF CLUSTER	
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)	93.558
TOTAL TANF CLUSTER	
CCDF CLUSTER	
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES:	
CHILD CARE AND DEVELOPMENT BLOCK GRANT	93.575
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES:	
FOSTER CARE_TITLE IV-E	93.658

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM OR CLUSTER TITLE	FEDERAL CFDA NUMBER
ADOPTION ASSISTANCE	93.659
SOCIAL SERVICES BLOCK GRANT	93.667
HEALTH RESEARCH, INC.:	
PUBLIC HEALTH EMERGENCY PREPAREDNESS	93.069
PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS - EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES	93.074
NEW YORK STATE OFFICE FOR THE AGING:	
SPECIAL PROGRAMS FOR THE AGING_ TITLE VII, CHAPTER 2_ LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS	93.042
SPECIAL PROGRAMS FOR THE AGING_ TITLE III, PART D _DISEASE PREVENTION AND HEALTH PROMOTION SERVICES	93.043
MEDICARE ENROLLMENT ASSISTANCE PROGRAM	93.071
AGING CLUSTER	
SPECIAL PROGRAMS FOR THE AGING _TITLE III, PART B _GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS	93.044
SPECIAL PROGRAMS FOR THE AGING _ TITLE III, PART C _NUTRITION SERVICES	93.045
NUTRITION SERVICES INCENTIVE PROGRAM	93.053
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (continued)	
NATIONAL FAMILY CAREGIVER SUPPORT, TITLE III, PART E	93.052
LOW-INCOME HOME ENERGY ASSISTANCE	93.568
CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) RESEARCH, DEMONSTRATIONS AND EVALUATIONS	93.779
NEW YORK STATE OFFICE OF ALCOHOL AND SUBSTANCE ABUSE SERVICES:	
BLOCK GRANTS FOR PREVENTION AND TREATMENT OF SUBSTANCE ABUSE	93.959
NEW YORK STATE OFFICE OF MENTAL HEALTH:	
PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)	93.150
BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES	93.958
DEPARTMENT OF HOMELAND SECURITY	
DIRECT PROGRAMS:	
PORT SECURITY GRANT PROGRAM	97.056
PASSED THROUGH:	
NEW YORK STATE OFFICE OF HOMELAND SECURITY:	
DISASTER GRANTS- PUBLIC ASSISTANCE (PRESIDENTIALLY DECLARED DISASTERS)	97.036
HURRICANE IRENE-AUGUST 2011	97.036
HOMELAND SECURITY GRANT PROGRAM	97.067
NEW YORK STATE EMERGENCY MANAGEMENT OFFICE:	
EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)	97.042
NEW YORK CITY POLICE DEPARTMENT	
SECURING THE CITIES PROGRAM	97.106

BKD LLP
CPAs & Advisors

910 E. St. Louis Street, Suite 200 // P.O. Box 1190 // Springfield, MO 65801-1190
417.865.8701 // fax 417.865.0682 // bkd.com

System Review Report

To the Partners of
RSM US LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to non-SEC issuers in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

BKD, LLP

December 2, 2016

Praxity
MEMBER
GLOBAL ALLIANCE OF INDEPENDENT FIRMS

AICPA Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

December 8, 2016

Joseph Michael Adams
RSM US LLP
1 S Wacker Dr Ste 800
Chicago, IL 60606

Dear Mr. Adams:

It is my pleasure to notify you that on December 8, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Gary W Schafer; John Mark Edwardson

Firm Number: 10046712 Review Number 451038

Letter ID: 1131947A

Contract ID#:CQCO14000004- Line 02

Department: Comptroller

Contract Details

SERVICE: 2015 County Audit

NIFS ID #: CACO15000003- L 01 NIFS Entry Date: 10/6/15 Term: 1/1/14 to 12/31/16 CAFR Year

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 McGladrey LLP	Vendor ID# 420714325-01
Address 1185 Avenue of the Americas, New York, NY 10036	Contact Person Robert G. Rooney
	Phone (212) 372-1033

County Department
Department Contact Sergio A. Blanco
Address 240 Old Country Road, Mineola , NY 11501
Phone (516) 571-2854

PLEASE BE ADVISED THAT THE FOREGOING ADVISEMENT HAS BEEN FILED IN THE OFFICE OF THE CLERK OF THE LEGISLATURE THIS 11th DAY OF JANUARY, 2016

William J. Nolan III

CLERK OF THE LEGISLATURE
Nassau County Legislature

County Executive — Filed with Clerk of the Leg. ☐ Mail

RSM

RSM US LLP
157 Church Street, 11th Floor
New Haven, CT 06510-3332
O 203-773-1909
F 203-773-0591
www.rsmus.com

February 19, 2016

Nassau County
Office of the Nassau County Comptroller
240 Old Country Road, Suite 210
Mineola, NY 11501

Client Number: 775-876-4

Balance Due: $64,783.00

Dear Client:

As a valuable client of RSM, we do understand that occasionally everyone misplaces or overlooks a billing statement. If you have overlooked sending your payment to us, we ask that you please send it today. For questions regarding your account, please contact Theresa Cunningham at (203) 905-5039.

If payment has already been mailed, thank you. We appreciate your business and look forward to continue to meet all of your service needs.

Sincerely,

David B. Northrup

David B. Northrup
Regional Finance & Ops Leader

COMPTROLLER'S OFFICE
COUNTY
16 FEB 24 PM 5:08
RECEIVED-FRONT OFFICE

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

February 17, 2016

RSM US LLP

1185 Avenue of the Americas
Suite 500
New York, NY 10036

T +1 212.372.1000
F +1 212.372.1001

www.rsmus.com

Hon. George Maragos, Comptroller
Nassau County
240 Old Country Road
Mineola, NY 11501

Attention: Hon. George Maragos

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit Nassau County's (the County) governmental activities, aggregate discretely presented component units, each major fund, the aggregate remaining fund information and the budgetary comparison (general fund, police district fund and sewer and storm water district fund) as of and for the year ended December 31, 2015 (with the Nassau Community College as of and for the year ended August 31, 2015), which collectively comprise the basic financial statements. Our audit will include the general fund and you acknowledge that we are the group auditor of the County's basic financial statements as of and for the year ended December 31, 2015. We will not audit the financial statements of the Nassau Regional Off-Track Betting Corporation, the Nassau County Industrial Development Agency, the Nassau County Local Economic Assistance Corporation, the Nassau County Bridge Authority and the Nassau Health Care Corporation, all discretely presented component units. Those financial statements will be audited by component auditors.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements and the accompanying supplementary information presented in relation to the basic financial statements.

We will also perform the audit of the County as of December 31, 2015 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

We will perform an audit of the New York State Department of Transportation mandated Schedule of State Transportation Assistance Expended that addresses compliance with requirements that could have a direct and material effect on each State Transportation Program and internal control over compliance in accordance with Part 43 of the NYS Codification of rules and regulations.

We will provide the County with our consent to release preliminary fiscal year results by the second week in April of each year subsequent to the end of the fiscal year being audited, and deliver the final audit and the comprehensive annual financial report (CAFR) by June 30 of each year subsequent to the end of the fiscal year being audited.

We will author a management letter communicating the results of the study and evaluation of the County's system of internal accounting controls performed as part of the audit of the financial statements. The management letter will also provide recommendations about other aspects of the County's operations where opportunities for improvement were observed. The management letter will be delivered

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within 60 days after the release of the CAFR and/or Single Audit but no later than the last day of the fiscal year in which the reports are released.

We will attend all Audit Advisory Committee meetings as requested by the County Comptroller.

We will meet all requirements of the County as outlined in Section II, Scope of Work, of **RFP No. CO0107-1402**, issued January 13, 2014.

The Responsibilities of the Auditor
We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; the U.S. Office of Management and Budget's (OMB) Compliance Supplement; and applicable guidance provided in Part 43 of the New York State Codification of Rules and Regulations (NYCRR) issued by the New York State Department of Transportation. Those standards, regulations, supplements and guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the County Legislature and Audit Advisory Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed here:

- General Fund
- NIFA Fund
- Police District Fund
- Sewer and Storm Water District Fund
- Capital Fund
- Nonmajor Governmental Funds
    - Environmental Protection Fund (Special Revenue)
    - Tobacco Settlement Corp (Special Revenue)
    - Sewer Financing Authority (Special Revenue)
    - Grant Fund (Special Revenue)
    - FEMA Fund (Special Revenue)
    - Tobacco Settlement Corp (Debt Service)
    - Sewer Financing Authority (Debt Service)
    - NIFA (Debt Service)

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here:

- Nassau Community College
- Nassau Health Care Corporation
- Nonmajor Discretely Presented Component Units
    - The Nassau Regional Off-Track Betting Corporation (Proprietary)
    - The Nassau County Industrial Development Agency (Proprietary)
    - The Nassau County Local Economic Assistance Corporation (Proprietary)
    - The Nassau County Bridge Authority (Proprietary)
- Blended Component Units
    - Nassau County Interim Finance Authority
    - The Nassau County Tobacco Settlement Corporation
    - The Nassau County Sewer and Storm Water Finance Authority

There are no component units whose financial statements you have told us will be omitted from the basic financial statements. Should it be determined during the course of the audit that related organizations are deemed to be component units for financial reporting purposes, they too will be included.

The federal financial assistance programs and awards that you have told us that the County participates in and that are to be included as part of the single audit are listed in an attachment (Appendix A).

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

5. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, and (c) report distribution, including submitting the reporting packages; and

6. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

    b. Additional information that we may request from management for the purpose of the audit;

    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

    d. When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and

    e. If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The County Legislature and Audit Advisory Committee are responsible for informing us of their views about the risks of fraud or abuse within the County, and their knowledge of any fraud or abuse or suspected fraud or abuse affecting the County.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the County and its management, the County Legislature and Audit Advisory Committee to discharge the foregoing responsibilities, the County holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance
If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with the Comptroller's Office Accounting Department. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information
RSM US LLP may mention the County's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by RSM US LLP professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with GAS, a copy of our most recent peer review report has been provided to you.

Fees, Costs, and Access to Workpapers
Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase for out of scope charges. Interim billings will be submitted as work progresses. Billings are due upon submission.

The payment schedule for the aforementioned services is as follows:

First progress billing	January 29, 2016	$ 30,000
Second progress billing	February 29, 2016	30,000
Third progress billing	March 31, 2016	30,000
Fourth progress billing	April 29, 2016	30,000
Fifth progress billing	May 31, 2016	30,000
Sixth progress billing	June 30, 2016	30,000
Seventh progress billing	July 29, 2016	30,000
Eighth progress billing	August 31, 2016	30,000
Ninth progress billing	September 30, 2016	30,000
Final billing	After delivery of management letter or NYS DOT report, whichever is later	30,000
Total		$ 300,000

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate RSM US LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of RSM US LLP.

In the event we are requested or authorized by the County or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. Such costs will be discussed with the County in advance.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least six years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

You have informed us that you intend to prepare a CAFR and submit it for evaluation by the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of assisting the County in its annual effort to maintain its Certificate of Achievement for Excellence in Financial Reporting from the GFOA by subjecting the CAFR and the application to a review to ensure that all criteria have been met.

Claim Resolution
The County and RSM US LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. RSM US LLP's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to RSM US LLP for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting
We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Executive and members of the County Legislature. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ended December 31, 2015;

2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;

3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program;

4. An accompanying schedule of findings and questioned costs; and

5. A report on the New York State Department of Transportation mandated Schedule of State Transportation Assistance Expended, that addresses compliance with requirements that could have a direct and material effect on each State Transportation Program and internal control over compliance in accordance with Part 43 of the NYS Codification of rules and regulations. The responsibility we are to take for the material included in this report will be the same as that we assume for the single audit reports.

This letter, in conjunction with the contract dated November 13, 2014 and the RFP dated January 13, 2014, constitutes the complete and exclusive statement of agreement between RSM US LLP and the County, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

Scott A. Bassett

Scott Bassett, Partner

Confirmed on behalf of the County:

Hon. George Maragos, Comptroller

Feb 18, 2016
Date

Appendix A
County of Nassau, New York
Federal Awards Listing

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	FEDERAL/PASS-THROUGH GRANTOR'S NUMBER
U.S. DEPARTMENT OF AGRICULTURE		
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF EDUCATION:		
CHILD NUTRITION CLUSTER		
SCHOOL BREAKFAST PROGRAM	10.553	705962
NATIONAL SCHOOL LUNCH PROGRAM	10.555	705962
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF HEALTH:		
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC Program)	10.557	C-025767
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:		
SNAP CLUSTER		
STATE ADMINISTRATIVE MATCHING GRANTS FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM	10.561	N/A
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
DIRECT PROGRAMS:		
CDBG - ENTITLEMENT GRANTS CLUSTER		
COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS	14.218	B14-UC-36-0101, B-08-UN-36-0101, B-11-UN-36-0102
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)	14.231	E14-UC-36-0106
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME Program)	14.239	M14-UC-36-0207
COMMUNITY DEVELOPMENT BLOCK GRANTS_ SECTION 108 LOAN GUARANTEES	14.248	B-95-UC-36-0101
SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT PROGRAM	14.703	N/A
U. S. DEPARTMENT OF JUSTICE		
DIRECT PROGRAMS:		
EQUITABLE SHARING PROGRAM	16.922	NY02990000
GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTION ORDERS	16.590	2013-WE-AX-0011
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)	16.606	2011-A-BX-0283
DNA BACKLOG REDUCTION PROGRAM	16.741	2011-DN-BX-K471, 2012-DN-BX-0100, 2013-DN-BX-0015
PASSED THROUGH:		
NEW YORK STATE CRIME VICTIMS BOARD		
CRIME VICTIM ASSISTANCE	16.575	C501091
NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL		
EQUITABLE SHARING PROGRAM	16.922	NY059015Y
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES		
JUVENILE JUSTICE AND DELINQUENCY PREVENTION_ ALLOCATION TO STATES	16.540	C612159
JUVENILE ACCOUNTABILITY BLOCK GRANTS	16.523	C612199,T612243
VIOLENCE AGAINST WOMEN FORMULA GRANTS	16.588	C551746
PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT PROGRAM	16.742	T662013,FS13662016,FS14662201
JAG PROGRAM CLUSTER		
DIRECT PROGRAMS:		
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	16.738	2011-DJ-BX-2762, 2012-DJ-BX-1235
PASSED THROUGH:		
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES		
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT	16.738	C637161, C637216

Appendix A
County of Nassau, New York
Federal Awards Listing

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	FEDERAL/PASS-THROUGH GRANTOR'S NUMBER
U.S. DEPARTMENT OF TRANSPORTATION		
DIRECT PROGRAMS:		
NATIONAL MOTOR CARRIER SAFETY	20.218	FM-MPH-0124
FEDERAL TRANSIT CLUSTER		
DIRECT PROGRAMS:		
FEDERAL TRANSIT _ FORMULA GRANTS	20.507	K007048, NY-17-X0002-00, NY-90-X678, NY-90-X679, NY-90-X702,
FEDERAL TRANSIT _CAPITAL INVESTMENT GRANTS	20.500	NY030447, NY04-0032
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF TRANSPORTATION		
FEDERAL TRANSIT _FORMULA GRANTS	20.507	D033852
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF TRANSPORTATION		
METROPOLITAN TRANSPORTATION PLANNING AND STATE AND NON-METROPOLITAN PLANNING AND RESEARCH	20.505	C033468,D000643
HIGHWAY PLANNING AND CONSTRUCTION CLUSTER		
DIRECT PROGRAMS:		
HIGHWAY PLANNING AND CONSTRUCTION	20.205	NY17X002
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF TRANSPORTATION		
HIGHWAY PLANNING AND CONSTRUCTION	20.205	C002631, PIN 0229.03, Suppl. Agreement No 13 and 14, C033466, D032424,D033438, D033698, D033902, D033136, D034226, D032290, D032579, D032739, D033534, D033480, D00643
HIGHWAY SAFETY CLUSTER		
PASSED THROUGH:		
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES		
GOVERNOR'S TRAFFIC SAFETY COMMITTEE IGNITION INTERLOCK DEVICE MONITORING	20.600	C523675
PASSED THROUGH:		
NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE:		
POLICE TRAFFIC SERVICES	20.600	C002136
HIGHWAY SAFETY GRANT	20.600	C002100
U.S. DEPARTMENT OF THE TREASURY		
DIRECT PROGRAMS:		
TREASURY ASSET FORFEITURE PROGRAM	21.000	N/A
U.S. ENVIRONMENTAL PROTECTION AGENCY		
DIRECT PROGRAMS:		
NATIONAL CLEAN DIESEL EMISSIONS REDUCTION PROGRAM	66.039	DE-97225101-0
BROWNFIELDS TRAINING, RESEARCH, AND TECHNICAL ASSISTANCE GRANTS AND COOPERATIVE AGREEMENTS	66.814	BF-98297603-3
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF HEALTH		
BEACH MONITORING AND NOTIFICATION PROGRAM IMPLEMENTATION GRANTS	66.472	C024968
CLEAN WATER STATE REVOLVING FUND CLUSTER		
NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION		
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458	N/A
TOWN OF OYSTER BAY, NEW YORK		
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458	N/A
VILLAGE OF LAWRENCE, NEW YORK		
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458	N/A
VILLAGE OF CEDARHURST, NEW YORK		
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458	N/A

Appendix A
County of Nassau, New York
Federal Awards Listing

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	FEDERAL/PASS-THROUGH GRANTOR'S NUMBER
U.S. DEPARTMENT OF EDUCATION		
PASSED THROUGH:		
NEW YORK STATE DEPARTMENT OF HEALTH:		
SPECIAL EDUCATION - GRANTS FOR INFANTS AND FAMILIES	84.181	C021804, C027491
U.S. ELECTION ASSISTANCE COMMISSION		
PASSED THROUGH		
NEW YORK STATE BOARD OF ELECTIONS		
HELP AMERICA VOTE ACT REQUIREMENTS PAYMENTS	90.401	C002653
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		
DIRECT PROGRAMS:		
COMPREHENSIVE COMMUNITY MENTAL HEALTH SERVICES FOR CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCES (SED)	93.104	N/A
HIV EMERGENCY RELIEF PROJECT GRANTS	93.914	H89HA00020-21-22
HURRICANE SANDY RELIEF CLUSTER		
PASSED THROUGH:		
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK		
HHS PROGRAMS FOR DISASTER RELIEF APPROPRIATIONS ACT- NON CONSTRUCTI	93.095	1(GG0009329)
NORTH SHORE LIJ HEALTH SYSTEM		
HHS PROGRAMS FOR DISASTER RELIEF APPROPRIATIONS ACT- NON CONSTRUCTI	93.095	
NEW YORK STATE DEPARTMENT OF HEALTH:		
IMMUNIZATION COOPERATIVE AGREEMENTS	93.268	C028303
PREVENTIVE HEALTH SERVICES_SEXUALLY TRANSMITTED DISEASES CONTROL GRANTS	93.977	C027976,C028868
MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES	93.994	C024627, C029726, C028520
MEDICAID CLUSTER		
NEW YORK STATE DEPARTMENT OF HEALTH:		
MEDICAL ASSISTANCE PROGRAM	93.778	N/A
MEDICAL ASSISTANCE PROGRAM - COMMUNITY HEALTH	93.778	C021368
NEW YORK STATE OFFICE OF MENTAL HEALTH:		
MEDICAL ASSISTANCE PROGRAM	93.778	N/A
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:		
CHILD SUPPORT ENFORCEMENT	93.563	N/A
LOW-INCOME HOME ENERGY ASSISTANCE	93.568	N/A
TANF CLUSTER		
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)	93.558	N/A
CCDF CLUSTER		
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES		
CHILD CARE AND DEVELOPMENT BLOCK GRANT	93.575	N/A
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES:		
PROMOTING SAFE AND STABLE FAMILIES	93.556	N/A
FOSTER CARE_TITLE IV-E	93.658	N/A
RECOVERY ACT- FOSTER CARE_TITLE IV-E	93.658	N/A
ADOPTION ASSISTANCE	93.659	N/A
SOCIAL SERVICES BLOCK GRANT	93.667	N/A
HEALTH RESEARCH, INC.:		
PUBLIC HEALTH EMERGENCY PREPAREDNESS	93.069	1624-11
NEW YORK STATE OFFICE FOR THE AGING:		
SPECIAL PROGRAMS FOR THE AGING_ TITLE VII, CHAPTER 2_ LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS	93.042	N/A
SPECIAL PROGRAMS FOR THE AGING_ TITLE III, PART D _DISEASE PREVENTION AND HEALTH PROMOTION SERVICES	93.043	N/A

Appendix A
County of Nassau, New York
Federal Awards Listing

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	FEDERAL/PASS-THROUGH GRANTOR'S NUMBER
SPECIAL PROGRAMS FOR THE AGING_TITLE IV_ AND TITLE II_DISCRETIONARY PROJECTS	93.048	N/A
MEDICARE ENROLLMENT ASSISTANCE PROGRAM	93.071	N/A
AGING CLUSTER		
SPECIAL PROGRAMS FOR THE AGING _TITLE III, PART B _GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS	93.044	N/A
SPECIAL PROGRAMS FOR THE AGING _ TITLE III, PART C _NUTRITION SERVICES	93.045	N/A
NUTRITION SERVICES INCENTIVE PROGRAM	93.053	N/A
NATIONAL FAMILY CAREGIVER SUPPORT, TITLE III, PART E	93.052	N/A
LOW-INCOME HOME ENERGY ASSISTANCE	93.568	N/A
CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) RESEARCH, DEMONSTRATIONS AND EVALUATIONS	93.779	N/A
NEW YORK STATE OFFICE OF ALCOHOL AND SUBSTANCE ABUSE SERVICES:		
BLOCK GRANTS FOR PREVENTION AND TREATMENT OF SUBSTANCE ABUSE	93.959	N/A
NEW YORK STATE OFFICE OF MENTAL HEALTH:		
PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)	93.150	N/A
BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES	93.958	N/A
DEPARTMENT OF HOMELAND SECURITY		
DIRECT PROGRAMS:		
PORT SECURITY GRANT PROGRAM	97.056	2013-PU-00210-501
PASSED THROUGH:		
NEW YORK STATE OFFICE OF HOMELAND SECURITY:		
DISASTER GRANTS- PUBLIC ASSISTANCE (PRESIDENTIALLY DECLARED DISASTERS)	97.036	N/A
HOMELAND SECURITY GRANT PROGRAM	97.067	C154100, T154100, C971709, T154129, T154139, C834102, C971712,C971713, C971722, C971723, C971742, C154111, C154121, C154131, C971710, C971713,C971720,C971723, C971740, C834100,C834103, C834199
NEW YORK STATE EMERGENCY MANAGEMENT OFFICE:		
HAZARD MITIGATION GRANT	97.039	C000552
EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)	97.042	N/A
CITIZENS- COMMUNITY RESILIENCE INNOVATION CHALLENGE	97.053	C000415,C000473
SUFFOLK COUNTY FIRE RESCUE AND EMERGENCY SERVICES		
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)	97.083	EMW-2009-FF-00543
NEW YORK CITY POLICE DEPARTMENT		
SECURING THE CITIES PROGRAM	97.106	New York City Securing the Cities

RSM

RSM US LLP

December 27, 2015

Hon. George Maragos
Comptroller
County of Nassau, New York
240 Old Country Road
Mineola, NY 11501

This letter is submitted to you along with Invoice No. M-4712816-138 in the amount of $64,783 for out of scope contract work during the 2014 audit period. The contract, dated November 13, 2014, which includes the terms of the arrangement letter, dated January 6, 2015, by reference, stipulated that the scope of work would include items A-D below. Item E specifies what work would be out of scope and billable in addition.

a. Anticipated cooperation from County personnel.
b. Timely responses to our inquiries.
c. Timely completion and delivery of client assistance requests.
d. Timely communication of all significant accounting and financial reporting matters.
e. The assumption that unexpected circumstances will not be encountered during the engagement.

The total amount of the invoice of $64,783 is comprised of the following matters:

1. **Untimely and Unexpected Circumstances in Adjusting Entries and Ontop entries: $24,705**
   Background
   The preliminary trial balance that was provided to us for audit was substantially incomplete. 106 adjusting entries were booked after we were provided with the trial balance, consisting of over 1,600 debits and credits and changing revenues and expenses by $625 million and $725 million, respectively. Of the 1,600 lines of entries that were processed after the cut-off, some were due to late submissions by the departments and administration and others were due to errors identified by the Comptroller's office or us. This was a material weakness for the 2014 audit.

   Explanation for Out of Scope
   This represents an untimely completion and delivery of client assistance requests and unexpected circumstances. Timely completion was not met since the preliminary trial balance provided was not substantially complete in time for the audit. This was an unexpected circumstance because the timing of the audit was agreed upon prior to commencement of fieldwork and because we expect a trial balance provided for audit to be substantially complete and ready for audit. The 106 adjusting entries resulted in significant effort by the team to record the adjusting entries and audit them given that we had already started procedures on the previously provided balances. Essentially, we had to perform our audit procedures twice – once on the preliminary trial balance numbers and again on the adjusted numbers. Once the trial balance is handed off to the auditors, adjusting journal entries after that should be minimal.

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2. **Untimely and Unexpected Circumstances in FEMA and Cash: $5,748**

Background

The Treasurer's office collected $76 million of cash during 2015 (recorded in the bank) but did not record it in the financial system in the funds. This had the effect of understating year-end cash, revenue and other balance sheet accounts in the financial statements. This was a material weakness for the 2014 audit.

Explanation for Out of Scope

This represents unexpected circumstances. Given the review of previously issued management letters, we did not identify any significant findings related to auditing cash. Our fee was determined based on hours by audit area. For cash, we estimated hours for standard cash testing procedures which consist of testing reconciling items and confirming balances. Identifying the source of $76 million worth of funds not recorded in NIFS and holding several meetings with management to unwind what occurred was not part of our anticipated scope.

3. **Untimely and Unexpected Circumstances in Grants Received in Advance: $8,689**

Background

During the year-end audit, it was noted that Behavioral Health had over $25 million of Deferred Revenue in the Grant fund that should have been recognized as revenue. This was not identified until May/June 2015. Several different versions of the account balance detail were provided requiring additional testing and analysis of each version. Further, the information dated back several years in order to arrive at the ending balance as of December 31, 2014. Accounting had numerous conversations with the department staff and the Administration and provided recommendations on how to revise their procedures to ensure that this revenue recognition is performed each year on a timely basis going forward. This was a significant deficiency for the 2014 audit.

Explanation for Out of Scope

This is out of scope for the audit of the 2014 financial statements since it required us to analyze several years' worth of data and represents unexpected circumstances since we had to spend additional time on calls and analyzing data related to the account balance. Standard procedures for this account balance would be to make selections, test them and, should any errors arise, make additional selections to gain comfort on the balance. In this situation, it was not as simple as making additional selections. We uncovered that the schedule provided for audit was not reliable and needed to be re-done. All of our testing had to be reperformed.

4. **Untimely and Unexpected Circumstances in Restatement Related to Nassau County Tobacco Settlement Corporation: $7,097**

Background

Due to an inconsistency with the 2007 adoption of GASB 48 between the County and NCTSC, the NCTSC financial statements and the CAFR had to be restated. This required additional work by the auditors, technical partners and their national office.

Explanation for Out of Scope

This is out of scope for the audit of the 2014 financial statements since it relates to 2007 and represents unexpected circumstances. Given that we were auditing the year ended December 31, 2014, we did not anticipate an error dating back to 2007. We had to go back to the 2007 NCTSC financial statements and the 2007 CAFR to unwind the initial accounting. This is not part of the scope to audit the 2014 financial statements.

5. **Untimely and Unexpected Circumstances in Single Audit: $18,544**

Background

There was a required change in the reporting of FEMA expenditures for Single Audit reporting, and in order to comply with that change additional information was required. Accounting and the auditors had a difficult time obtaining this information from the Administration. An outside consultant is being used to track the FEMA costs and the Administration had to have the consultant go back and re-do the previous reporting, which took time. Thus the final Single Audit numbers were delayed and required additional staffing on the auditors part in order to complete the Single Audit. In addition, due to numerous findings in one of the Housing programs (HOME), which resulted in a qualified opinion for that program, additional analysis was required. The FEMA issue should not be a concern going forward as the Administration Is now aware of the required information.

Explanation for Out of Scope

The standard scope of a single audit is to obtain the population for a major program to make selections. We were unable to be provided with a reliable population for several months.

For the HOME program, we qualified our audit opinion. A qualification is a modification to a standard audit report and requires additional procedures above the normal scope of the audit.

We are aware that the County has already started the process of addressing many of the comments and observations that we communicated during the 2014 audit that led to these out of scope billings and hope to have fewer out of scope items going forward. We appreciate the opportunity to continue to be of service to the County and look forward to the 2015 audit.

Scott A. Bassett

Scott Bassett
Partner

McGladrey LLP
1185 Avenue of the Americas
New York, NY 10036 - 2602
O 212.372.1000 F 212.372.1001
www.mcgladrey.com

McGladrey

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NASSAU COUNTY
COMPTROLLER'S OFFICE

January 6, 2015

Mr. George Maragos, Comptroller
Nassau County
240 Old Country Road
Mineola, NY 11501

Dear Mr. Maragos:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Nassau County's (the "County") governmental activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year-ended December 31, 2014 (with the Nassau Community College for the year ended August 31, 2014) which collectively comprise the basic financial statements. You acknowledge that we are the group auditor of the County's basic financial statements as of and for the year ended December 31, 2014. We will not audit the financial statement of the Nassau Regional Off-Track Betting Corporation, the Nassau County Industrial Development Agency, Nassau County Local Economic Assistance Corporation, the Nassau County Bridge Authority and the Nassau Health Care Corporation, all discretely presented component units. Those financial statements will be audited by component auditors.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors, adverse data searches and background checks and communication and coordination efforts with component auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements, and the accompanying supplementary information presented in relation to the basic financial statements.

We will also perform the audit of the County as of December 31, 2014, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

We will provide the County with our consent to release preliminary fiscal year results by the third week in March of each year subsequent to the end of the fiscal year being audited, and deliver the final audit and the CAFR by June 30 of each year subsequent to the end of the fiscal year being audited.

We will author a management letter communicating the results of the study and evaluation of the County's system of internal accounting controls performed as part of the audit of the financial statements.

The management letter will also provide recommendations about other aspects of the County's operations where opportunities for improvement were observed. The management letter will be delivered within 60 days after the release of the CAFR and/or Single Audit but no later than the last day of the fiscal year in which the reports are released.

We will attend all Audit Committee meetings as requested by the County Comptroller.

We will meet all requirements of the County as outlined in Section II, Scope of Work, of **RFP No. CO0107-1402**, issued January 13, 2014.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, OMB's Compliance Supplement and guidance provided in the preliminary Draft Part 43 of the New York State Codification of Rules and Regulations (NYCRR) issued by the New York State Department of Transportation. Those standards, circulars, supplements and guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the County Legislature and the Audit Committee: *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and *(b)* any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed here:

- General Fund
- NIFA Fund

- Police District Fund
- Sewer and Storm Water District Fund
- Capital Fund
- Nonmajor Governmental Funds
    - Environmental Protection Fund (Special Revenue)
    - Tobacco Settlement Corp (Special Revenue)
    - Sewer Financing Authority (Special Revenue)
    - Grant Fund (Special Revenue)
    - FEMA Fund (Special Revenue)
    - Tobacco Settlement Corp (Debt Service)
    - Sewer Financing Authority (Debt Service)
    - NIFA (Debt Service)

The existing component units whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here:

- Nassau Community College
- Nassau Health Care Corporation
- Nonmajor Discretely Presented Component Units
    - The Nassau Regional Off-Track Betting Corporation (Proprietary)
    - The Nassau County Industrial Development Agency (Proprietary)
    - The Nassau County Local Economic Assistance Corporation (Proprietary)
    - The Nassau County Bridge Authority (Proprietary)
- Blended Component Units
    - Nassau County Interim Finance Authority
    - The Nassau County Tobacco Settlement Corporation
    - The Nassau County Sewer and Storm Water Finance Authority

There are no component units whose financial statements you have told us will be omitted from the basic financial statements. Should it be determined during the course of the audit that related organizations are deemed to be component units for financial reporting purposes, they too will be included.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

d. For *(1)* following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and *(2)* report distribution including submitting the reporting packages; and

e. To provide us with:

   (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;

   (2) Additional information that we may request from management for the purpose of the audit;

   (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

   (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and

   (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

a. That management has fulfilled its responsibilities as set out in the terms of this letter; and

b. That it believes the effects of any uncorrected misstatements, where applicable, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the

audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The County Legislature is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the County.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> McGladrey LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey LLP also has not performed any procedures relating to this official statement.

Because McGladrey LLP will rely on the County and its management and the County Legislature to discharge the foregoing responsibilities, the County holds harmless and releases McGladrey LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management which has caused, in any respect, McGladrey LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The County's Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with the Comptroller's Office Accounting Department. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by McGladrey LLP professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

Fees, Costs, and Access to Work papers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work is based upon the following criteria:

a. Anticipated cooperation from County personnel.

b. Timely responses to our inquiries.

c. Timely completion and delivery of client assistance requests.

d. Timely communication of all significant accounting and financial reporting matters.

e. The assumption that unexpected circumstances will not be encountered during the engagement.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. The payment schedule for the aforementioned services is as follows:

First progress billing	January 30, 2014	$30,000
Second progress billing	February 27, 2015	30,000
Third progress billing	March 31, 2015	30,000
Fourth progress billing	April 30, 2015	30,000
Fifth progress billing	May 29, 2015	30,000
Sixth progress billing	June 30, 2015	30,000
Seventh progress billing	July 31 2015	30,000
Eighth progress billing	August 31, 2015	30,000
Ninth progress billing	September 30, 2015	30,000
Final billing	October 30, 2015	30,000
Total		**$300,000**

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate McGladrey LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGladrey LLP.

The documentation for this engagement is the property of McGladrey LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least six years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGladrey LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. We will assist the County in its annual effort to maintain its Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association ("GFOA") by subjecting the CAFR and the application to a review to ensure that all criteria have been met.

Claim Resolution

The County and McGladrey LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGladrey LLP or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. McGladrey LLP's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to McGladrey LLP for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Executive and members of the County Legislature. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ending December 31, 2014.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular No. A-133, on each major program.
- A schedule of findings and questioned costs.

- A report on the New York State Department of Transportation mandated Schedule of State Transportation Assistance Expended, that addresses compliance with requirements that could have a direct and material effect on each State Transportation Program and internal control over compliance in accordance with Part 43 of the NYS Codification of rules and regulations. The responsibility we are to take for the material included in this report will be the same as that we assume for the OMB Circular A-133 report.

This letter, in conjunction with the contract dated November 13, 2014 and the RFP dated January 9, 2014, constitutes the complete and exclusive statement of agreement between McGladrey LLP and the County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

McGladrey LLP

Robert G Rooney

Robert G. Rooney, CPA
Director

Confirmed on behalf of Nassau County:

George Maragos

George Maragos, Comptroller

1-12-15

Date

Appendix A
COUNTY OF NASSAU, NEW YORK
FEDERAL AWARDS

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER
U.S. DEPARTMENT OF AGRICULTURE	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF EDUCATION:	
CHILD NUTRITION CLUSTER	
SCHOOL BREAKFAST PROGRAM	10.553
NATIONAL SCHOOL LUNCH PROGRAM	10.555
TOTAL CHILD NUTRITION CLUSTER	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH:	
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC Program)	10.557
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:	
SNAP CLUSTER	
STATE ADMINISTRATIVE MATCHING GRANTS FOR THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM	10.561
TOTAL SNAP CLUSTER	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	
DIRECT PROGRAMS:	
HOUSING COUNSELING ASSISTANCE PROGRAM	14.169
CDBG - ENTITLEMENT GRANTS CLUSTER	
COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS	14.218
TOTAL CDBG - ENTITLEMENT GRANTS CLUSTER	
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)	14.231
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME Program)	14.239
COMMUNITY DEVELOPMENT BLOCK GRANTS_ SECTION 108 LOAN GUARANTEES	14.248
SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT PROGRAM	14.703
LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM	14.905
CDBG-STATE ADMINISTERED CDBG CLUSTER	
PASSED THROUGH:	
NEW YORK STATE HOME AND COMMUNITY RENEWAL	
COMMUNITY DEVELOPMENT BLOCK GRANTS/STATE'S PROGRAMS AND NON-ENTITLEMENT GRANTS IN HAWAII	14.228
TOTAL -CDGB-STATE ADMINISTERED CDBG CLUSTER	
U. S. DEPARTMENT OF JUSTICE	
DIRECT PROGRAMS:	
EQUITABLE SHARING PROGRAM	16.922
JOINT LAW ENFORCEMENT OPERATIONS (JLEO)	16.111
SERVICES FOR TRAFFICKING VICTIMS	16.320
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)	16.606
DNA BACKLOG REDUCTION PROGRAM	16.741
CONGRESSIONALLY RECOMMENDED AWARDS	16.753
RECOVERY ACT-INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM	16.800

RECOVERY ACT - EDWARD BYRNE MEMORIAL COMPETITIVE GRANT PROGRAM	16.808
SECOND CHANCE ACT PRISONER REENTRY INITIATIVE	16.812
PASSED THROUGH:	
NEW YORK STATE CRIME VICTIMS BOARD	
CRIME VICTIM ASSISTANCE	16.575
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	
JUVENILE JUSTICE AND DELINQUENCY PREVENTION_ ALLOCATION TO STATES	16.540
JUVENILE ACCOUNTABILITY BLOCK GRANTS	16.523
VIOLENCE AGAINST WOMEN FORMULA GRANTS	16.588
PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT PROGRAM	16.742
THE CENTER FOR COURT INNOVATION:	
PROJECT SAFE NEIGHBORHOODS	16.609
JAG PROGRAM CLUSTER	
DIRECT PROGRAMS:	
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	16.738
RECOVERY ACT-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM/GRANTS TO UNITS OF LOCAL GOVERNMENT	16.804
PASSED THROUGH:	
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT	16.738
TOTAL JAG PROGRAM CLUSTER	
U.S. DEPARTMENT OF TRANSPORTATION	
DIRECT PROGRAMS:	
NATIONAL MOTOR CARRIER SAFETY	20.218
FEDERAL TRANSIT CLUSTER	
DIRECT PROGRAMS:	
FEDERAL TRANSIT - FORMULA GRANTS	20.507
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
FEDERAL TRANSIT _FORMULA GRANTS	20.507
TOTAL FEDERAL TRANSIT CLUSTER	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
METROPOLITAN TRANSPORTATION PLANNING	20.505
ALTERNATIVES ANALYSIS	20.522
HIGHWAY PLANNING AND CONSTRUCTION CLUSTER	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
HIGHWAY PLANNING AND CONSTRUCTION	20.205
RECOVERY ACT- HIGHWAY PLANNING AND CONSTRUCTION	20.205
TOTAL HIGHWAY PLANNING AND CONSTRUCTION CLUSTER	
HIGHWAY SAFETY CLUSTER	
NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE:	
STATE AND COMMUNITY HIGHWAY SAFETY	20.600
TOTAL HIGHWAY SAFETY CLUSTER	
U.S. DEPARTMENT OF THE TREASURY	
DIRECT PROGRAMS:	
TREASURY ASSET FORFEITURE PROGRAM	21.000

PASS THROUGH:	
STATE OF NEW YORK MORTGAGE AGENCY	
NATIONAL FORECLOSURE MITIGATION COUNSELING PROGRAM	21.000
U.S. ENVIRONMENTAL PROTECTION AGENCY	
DIRECT PROGRAMS:	
NATIONAL CLEAN DIESEL EMISSIONS REDUCTION PROGRAM	66.039
CONSTRUCTION GRANTS FOR WASTEWATER TREATMENT WORKS	66.418
BROWNFIELDS TRAINING, RESEARCH, AND TECHNICAL ASSISTANCE GRANTS AND COOPERATIVE AGREEMENTS	66.814
BROWNFIELDS ASSESSMENT AND CLEANUP COOPERATIVE AGREEMENTS	66.818
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH	
BEACH MONITORING AND NOTIFICATION PROGRAM IMPLEMENTATION GRANTS	66.472
NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION	
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458
TOWN OF OYSTER BAY, NEW YORK	
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458
VILLAGE OF LAWRENCE, NEW YORK	
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458
VILLAGE OF CEDARHURST, NEW YORK	
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458
TOTAL - U.S. ENVIRONMENTAL PROTECTION AGENCY	
U.S. DEPARTMENT OF EDUCATION	
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH:	
SPECIAL EDUCATION - GRANTS FOR INFANTS AND FAMILIES	84.181
HEMPSTEAD SCHOOL DISTRICT	
TWENTY-FIRST CENTURY COMMUNITY LEARNING CENTERS	84.287
U.S. ELECTION ASSISTANCE COMMISSION	
PASSED THROUGH	
NEW YORK STATE BOARD OF ELECTIONS	
HELP AMERICA VOTE ACT REQUIREMENTS PAYMENTS	90.401
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
DIRECT PROGRAMS:	
COMPREHENSIVE COMMUNITY MENTAL HEALTH SERVICES FOR CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCES (SED)	93.104
HIV EMERGENCY RELIEF PROJECT GRANTS	93.914
PASSED THROUGH:	
NEW YORK STATE DEPARTMENT OF HEALTH:	
IMMUNIZATION COOPERATIVE AGREEMENTS	93.268
PREVENTIVE HEALTH SERVICES_SEXUALLY TRANSMITTED DISEASES CONTROL GRANTS	93.977
MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES	93.994
MEDICAID CLUSTER	
NEW YORK STATE DEPARTMENT OF HEALTH:	
MEDICAL ASSISTANCE PROGRAM	93.778

MEDICAL ASSISTANCE PROGRAM - PRENATAL	93.778
MEDICAL ASSISTANCE PROGRAM - COMMUNITY HEALTH	93.778
NEW YORK STATE OFFICE OF MENTAL HEALTH:	
MEDICAL ASSISTANCE PROGRAM	93.778
TOTAL MEDICAID CLUSTER	
NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE:	
CHILD SUPPORT ENFORCEMENT	93.563
LOW-INCOME HOME ENERGY ASSISTANCE	93.568
TANF CLUSTER	
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)	93.558
TOTAL TANF CLUSTER	
CCDF CLUSTER	
NEW YORK STATE OFFICE OF CHILDREN	
CHILD CARE AND DEVELOPMENT BLOCK GRANT	93.575
TOTAL CCDF CLUSTER	
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES:	
FOSTER CARE_TITLE IV-E	93.658
ADOPTION ASSISTANCE	93.659
SOCIAL SERVICES BLOCK GRANT	93.667
NEW YORK STATE HEALTH RESEARCH, INC.:	
PUBLIC HEALTH EMERGENCY PREPAREDNESS	93.069
NEW YORK STATE OFFICE FOR THE AGING:	
SPECIAL PROGRAMS FOR THE AGING - TITLE VII, CHAPTER 2 - LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS	93.042
SPECIAL PROGRAMS FOR THE AGING_ TITLE III, PART D - DISEASE PREVENTION AND HEALTH PROMOTION SERVICES	93.043
AGING CLUSTER	
SPECIAL PROGRAMS FOR THE AGING - TITLE III, PART B - GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS	93.044
SPECIAL PROGRAMS FOR THE AGING - TITLE III, PART C - NUTRITION SERVICES	93.045
NUTRITION SERVICES INCENTIVE PROGRAM	93.053
TOTAL AGING CLUSTER	
NATIONAL FAMILY CAREGIVER SUPPORT, TITLE III, PART E	93.052
LOW-INCOME HOME ENERGY ASSISTANCE	93.568
CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) RESEARCH, DEMONSTRATIONS AND EVALUATIONS	93.779
NEW YORK STATE OFFICE OF ALCOHOL AND SUBSTANCE ABUSE SERVICES:	
BLOCK GRANTS FOR PREVENTION AND TREATMENT OF SUBSTANCE ABUSE	93.959
NEW YORK STATE OFFICE OF MENTAL HEALTH:	
PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)	93.150
BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES	93.958
NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO)	
MEDICAL RESERVE CORPS SMALL GRANT PROGRAM	93.008
DEPARTMENT OF HOMELAND SECURITY	
DIRECT PROGRAMS:	
ASSISTANCE TO FIREFIGHTERS GRANT	97.044

PASSED THROUGH:

NEW YORK STATE OFFICE OF HOMELAND SECURITY:

DISASTER GRANTS- PUBLIC ASSISTANCE (PRESIDENTIALLY DECLARED DISASTERS)	97.036
INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT	97.055
HOMELAND SECURITY GRANT PROGRAM	97.067
BUFFER ZONE PROTECTION PROGRAM (BZPP)	97.078

NEW YORK STATE EMERGENCY MANAGEMENT OFFICE:

HAZARD MITIGATION GRANT	97.039
EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)	97.042
CITIZENS- COMMUNITY RESILIENCE INNOVATION CHALLENGE	97.053

SUFFOLK COUNTY FIRE RESCUE AND EMERGENCY SERVICES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)	97.083

NEW YORK CITY POLICE DEPARTMENT

SECURING THE CITIES PROGRAM	97.106

BKD LLP
CPAs & Advisors

910 E. St. Louis Street, Suite 200 // P.O. Box 1190 // Springfield, MO 65801-1190
417.865.8701 // fax 417.865.0682 // bkd.com

System Review Report

To the Partners of
McGladrey LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of McGladrey LLP (the "firm") applicable to non-SEC issuers in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of McGladrey LLP applicable to non-SEC issuers in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McGladrey LLP has received a peer review rating of *pass*.

BKD, LLP

December 4, 2013

Praxity
MEMBER
GLOBAL ALLIANCE OF INDEPENDENT FIRMS

AICPA® Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

December 19, 2013

Joseph Michael Adams, CPA
McGladrey LLP
1 S Wacker Dr Ste 800
Chicago, IL 60606

Dear Mr. Adams:

It is my pleasure to notify you that on December 12, 2013 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2016. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Betty Jo Charles

Betty Jo Charles
Chair, National Peer Review Committee
nprc@aicpa.org 919 402-4502

cc: John Mark Edwardson;Andrew V. Lear

Firm Number: 10046712 Review Number 347652

Letter ID: 850189

Shteynfeld, Sulamif

From: Baglione, John
Sent: Tuesday, March 24, 2015 10:05 AM
To: Shteynfeld, Sulamif
Cc: Garner, James; Marcinek, Jr., Joseph T; Olney, Michael; Blanco, Sergio
Subject: McGladrey claim

Hi Mifa,

Based on a conversation with Michael, we can rely on the engagement letter as a letter of clarity with regard to schedule of payments. This letter will augment the contract with regard to the same.

Please make a note on the excel schedule and print this email for the claim.

Thanks

John Baglione, MBA
Fiscal Officer
Nassau County Office of the Comptroller
240 Old Country Road, Room 211
Mineola, New York 11501
☎ (516) 571-2865
🖷 (516) 571-2533
Email: jbaglione@nassaucountyny.gov

Nassau County
Long Island, New York

PLEASE BE ADVISED THAT THE FOREGOING ADVISEMENT HAS BEEN FILED IN THE OFFICE OF THE CLERK OF THE LEGISLATURE THIS 29th DAY OF August, 2016

CLERK OF THE LEGISLATURE
Nassau County Legislature

Contract ID#:CQCO14000004- Line 04 Department: Comptroller

FM

Contract Details

SERVICE: 2016 County Audit

NIFS ID #: CACO16000001- L 01 NIFS Entry Date: 06/30/16 Term: 1/1/14 to 12/31/16 CAFR Year

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 RSM- US LLP	Vendor ID# 420714325-01
Address 1185 Avenue of the Americas, New York, NY 10036	Contact Person Robert G. Rooney
	Phone (212) 372-1033

County Department
Department Contact Sergio A. Blanco
Address 240 Old Country Road, Mineola , NY 11501
Phone (516) 571-2854

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 6/30/16 VM ☒ *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered*	6/30/16 6/30/16		
07-18-16	OMB	*NIFS Approval (Contractor Registered)* ☐	7/18/16 7/18/16		Yes ☐ No ☑ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☐			
	County Attorney	*CA Approval as to form* ☐			Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	7/22/16		
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☑	8/1/16	8/1/16	
7/25/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/25/16		

PR5254 (1/06)

Contract ID#:CQCO14000004- Line 04

Department: Comptroller

Contract Summary

Description: Audit of the County's Financial Statements for the 2014 through 2016 CAFR years.
Purpose: Contractor is to perform comprehensive audit of County's financial statements, provide management letters, perform the County's federally mandated single audit and provide other related services.
Method of Procurement: A request for proposals was done in January 2014.
Procurement History: Three firms submitted proposals. After a lengthy evaluation process, including presentations by all of the three proposers, and Best and Final Offers from each of the three proposers, the evaluation committee determined that McGladrey's proposal was superior to the rest.
Description of General Provisions: Complete annual financial audit of the County and Single Audits of Federally Funded Programs, inclusive of monies received under ARRA management letters.
Impact on Funding / Price Analysis: $300,000.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO
Resp:	1200
Object:	DE503
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000

LINE	INDEX/OBJECT CODE	AMOUNT
04	COGEN1200 DE503	$300,000
X		$
X		$
X		$
X		$
X		$
	TOTAL	$300,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/25/16
Date 7/15/16	Date 8/15/16	(For Office Use Only) E #:

- Action Alerts PLUS
- Action Alerts OPTIONS
- Daily Swing Trade
- Dividend Stock Advisor
- Growth Seeker
- Quant Ratings
- Real Money
- Real Money Pro
- Stocks Under $10
- Top Stocks
- Trifecta Stocks

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- Analysts' Actions
- Stocks Under $10
- Cramer's Best Stocks 2016
- Cramer's ABCs
- Best High-Yielders
-

Hot Stock Pick - RBCC

Many Expect RBCC To Be Breakout Stock of the Year

McGladrey Changes Its Name To RSM In Global Branding Initiative

By **PR Newswire** | 10/26/15 - 07:40 AM EDT

Exclusive FREE Report: *Jim Cramer's Best Stocks for 2016*

PRNewswire

CHICAGO, Oct. 26, 2015 /PRNewswire/ -- RSM US LLP ("RSM"), formerly McGladrey LLP, is celebrating the launch of its new brand, which unites fellow firms from more than 110 countries in the RSM International network under a common brand, by issuing the first global edition of The Real Economy and launching a national advertising campaign. The unified brand is part of an initiative to further RSM's vision to be the first-choice advisor to middle market leaders globally.

"Since we helped found the RSM International network more than 50 years ago, our firm has been dedicated to taking the middle market to the global market," said RSM US LLP Managing Partner and CEO Joe Adams. "As middle market companies increase their participation in the global economy, they are challenged by the ever-changing regulatory and business landscape. For decades our firm has combined

an understanding of our clients' unique challenges and aspirations with our knowledge of the global business environment to help leaders move forward with confidence. The RSM brand brings this enduring commitment to life in a real and tangible way."

As a centerpiece of the rebrand, RSM is launching The Global Real Economy, a semi-annual global edition of its flagship publication, The Real Economy. Led by RSM US LLP Chief Economist, Joe Brusuelas, and other RSM leaders from around the world, these reports address a range of international issues relevant to middle market firms around the globe. This global thought leadership initiative is part of a larger effort by RSM to provide actionable insights and analysis to middle market companies about the issues most relevant to their businesses.

RSM is also launching an advertising campaign in the U.S. as part of the rebrand entitled, " The Gauntlet," with national television spots airing on Headline News, CNN, Bloomberg TV and The Golf Channel. Developed by Charlotte-based Luquire George Andrews, the campaign also features extensive online, digital and traditional media components in leading publications read by middle market business leaders. The creative premise for the ads centers around a middle market leader running a real-life gauntlet, meant to symbolize the challenges RSM can help clients overcome as they grow and expand globally.

"It is extremely important that our thought leadership and creative assets represent the global issues our clients face every day and underscore our commitment to help them experience the power of being understood," said Andy Bosman, principal and chief marketing officer of RSM US LLP. "Our unified brand gives us a broader range of global expertise and perspectives to provide even more relevant insights to middle market businesses on a daily basis."

To download the inaugural issue of The Global Real Economy, visit our website. Subscribe to The Real Economy here.

"Over the years, our firm has evolved with our clients, developing a strong suite of services to support their expansion into the global market," said Adams. "Unifying under the RSM brand will better enable current and potential clients of RSM International firms around the world to more clearly see the strength and broad reach of global services offered."

STOCKS TO BUY: **TheStreet's Stocks Under $10 has identified a handful of stocks with serious upside potential. See them FREE for 14-days.**

Contract ID#:CQCO14000004- Line 01

Department: Comptroller

E-288-14

Contract Details

SERVICE: 2014 County Audit

NIFS ID #:CQCO14000004 LINE 01 NIFS Entry Date: 11/19/14 Term: 1/1/14 to 12/31/16 CAFR Year

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 McGladrey LLP	Vendor ID# 420714325-01
Address 1185 Avenue of the Americas, New York, NY 10036	Contact Person Robert G. Rooney
	Phone (212) 372-1033

County Department

Department Contact Sergio A. Blanco
Address 240 Old Country Road, Mineola , NY 11501
Phone (516) 571-2854

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☐ ☐	11/20/14	Steven J. Gabriele	
11/20	OMB	*NIFS Approval* *(Contractor Registered)*	☐	11/21		Yes ☐ No ☐ Not required if blanket resolution
11/21/14	County Attorney	*CA RE & Insurance Verification*	☑	11/21/14		
11/21/14	County Attorney	*CA Approval as to form*	☐	11/21/14		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	11/21/14		
	County Attorney	*NIFS Approval*	☐	12/04/2014		
	Comptroller	*NIFS Approval*	☑	12/4/14	SB	12/4/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	12/5/14		

PR5254 (1/06)

Contract ID#:CQCO14000004- Line 01

Department: Comptroller

Contract Summary

Description: Audit of the County's Financial Statements for the 2014 through 2016 CAFR years
Purpose: Contractor is to perform comprehensive audit of County's financial statements, provide management letters, perform the County's federally mandated single audit and other related services.
Method of Procurement: A request for proposals was done in January 2014.
Procurement History: Three firms submitted proposals. After a lengthy evaluation process, including presentations by three of the three proposers, and Best and Final Offers from the three proposers, the evaluation committee determined that McGladrey's proposal was superior to the rest.
Description of General Provisions: Complete annual financial audit of the County and Single Audits of Federally Funded programs, inclusive of monies received under ARRA management letters.
Impact on Funding / Price Analysis: $300,000.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO
Resp:	1200
Object:	DE503
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000

LINE	INDEX/OBJECT CODE	AMOUNT
01	COGEN1200 DE503	$300,000
X		$
X		$
X	11/2/14	$
X		$
X		$
	TOTAL	$300,000

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/15/14
Date 12/5/14	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-288-14

RULES RESOLUTION NO 320 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY COMPTROLLER'S OFFICE, AND MCGLADREY LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with McGladrey LLP to provide comprehensive audit services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with McGladrey LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: McGladrey LLP

CONTRACTOR ADDRESS: 1185 Avenue of the Americas, New York, New York 10036

FEDERAL TAX ID #: 420714325

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 1/8/13. Potential proposers were made aware of the availability of the RFP by newspaper advertisement, and posting on website. 3 potential proposers requested copies of the RFP. Proposals were due on 3/14/14. 3 proposals were received and evaluated. The evaluation committee consisted of: Judy Bejarano; Lisa Tsikouras and Christopher Leimone. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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.

Steven J. Falkowski

Department Head Signature

11/20/14

Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

McGladrey LLP Owners

Name	Lic State	License #
Abernethy,Linda S	IL	065027337
Adams,Joseph M	IL	065.020960
Adams,Robert Daniel	DC	CPA903327
Adinolfi,Jonathan D	TX	090658
Allen,Robert L	TX	014171
Altschul,Daniel	IL	065.031619
Altshuler,Jeffrey M	CA	45988
Alzfan,Alan D	NJ	20CC03443800
Anderson,Chad	AZ	10253
Anderson,Christopher V	IA	O08795
Anderson,Kelly L	FL	AC40610
Anderson,Michael	AL	4776
Andrews,David M	OH	33204
Antman,Marvin R	NY	60247
Antonopoulos,Nikolaos George	IL	065.022899
Arata,James L	CT	CPAL.0003631
Archer,Michael	CT	CPAL.0003683
Astren,Steven	GA	CPA003007
Atwell Jr,Alan George	NC	20265
Aubrey,Nancy L	MA	10129
Azbell,Kerry B	IA	R04101
Bachman,Dennis M	NJ	33378
Bailitz,Owen	IL	065030031
Baker,Jeffery C	IA	O02844
Bakker,Christie	AZ	14732
Baldowski,Patricia A	NJ	20CC03422300
Balter,Michael Andrew	FL	AC0022344
Banse,Christopher E	IA	O11358
Barnes,Stephen J	NC	14407
Barsky,Scott A	NJ	20CC03461800
Bartak,Edward J	IL	065.020947
Bartman,Jean C	NE	35211
Bartucca,Michael A	MA	14583
Bassett,Scott A	CT	CPAL.0006293
Beacom,Michael J	TX	082527
Beal,James A	IA	O08079
Becker,Brian J	IA	O06828
Becker,Marla	IL	065-023811

Name	Lic State	License #
Beegle,Melna	CA	111367
Beelendorf,Douglas	NC	20604
Behringer,John	IL	065.033297
Bender,Michael W	MD	37646
Beneventi,Tom	IL	065.010496
Benfatti,Joseph James	CA	99700
Benjamin,Ian J	DC	CPA901418
Bennett,Kelly D	TX	030462
Berger,Benjamin Aaron	MD	26388
Berkowitz,Saul G	NJ	20CC00853300
Bernstein,Bruce	NY	036106
Best,Curtis D	NC	24018
Best,Robert	WA	12228
Bevilacqua,Michael A	MA	21489
Billig,Robert H	DC	CPA900191
Bird,John	IL	065.032939
Blacklaw,Brian N	IL	065.026053
Blakey,Paul	IL	065.023364
Blaze,Thomas	IL	065.039179
Blomgren,Charles J	IL	065.013718
Bloom,Mark L	IL	065.016305
Boelter,Angela D	CA	105277
Borgman,Sequoya	IL	3963232
Botzis,Michael	FL	AC42624
Bourassa,Jerome P	CA	CPA50629
Bowman,Karen A	FL	AC0008561
Brackett,John	NC	25161
Bradford,Christopher M	IN	CP19900317
Bradvica,Matthew L	CA	CPA78976
Bravo,Carlos	FL	AC41966
Briggs,Todd	IL	065033007
Broberg,Brad W	IA	O10309
Brock,Lisa L	MD	35236
Brown,Arthur	CA	106296
Brunk,Martin P	MD	7935
Budnik,Gregory	CT	CPAL.0008393
Burdine,Theresa A	FL	AC0029524
Burger,Jon I	CA	CPA60028
Burgmeier,Charles R	IA	O02414
Burke III,Robert M	MA	16265
Burke,Janette D	NY	091799
Burtner,Thomas	VA	19267
Butler,Kerensa	FL	AC0031524
Byman,James F	MA	10291

Name	Lic State	License #
Cadden,John D.	FL	AC0029453
Calcedo,Angelika M	CA	61989
Cain,Paul G	IA	O06590
Callens,Robert J	DC	CPA900123
Campana,Michael F	IA	O06273
Cannon,Wm Louis	NC	12086
Capistrant,Andrew C	MN	16791
Cappelloni,Albert J	MA	7699
Carboni,Lawrence J	CT	CPAL.0007261
Carney,Shawn P	IL	065-023463
Carr,Charles	DC	5878
Carr,Robert	FL	AC37495
Cashin,James L	MA	17400
Castillo,Flavio R	IL	065032228
Castle,Dara F	DC	CPA900581
Cataldo,Joseph	IN	CP19900112
Caturano,Richard	MA	5096
Cecl Jr.,Anthony D	CT	CPAL.0004388
Chaberski,Mark P	IL	065.012829
Chaffin,Kenneth W	TX	040312
Chance,Mary Catherine	TX	022338
Christner,Charles J	CO	CPA-24859
Chugh,Gireesh	CO	CPA.0026849
Clines,Charles H	TX	041677
Clontz Jr,Charles E	NC	12844
Coakley,Terrence	IL	065.020353
Coffland,Matthew	NC	27439
Cohen,Allan H	MA	4716
Cohn,Samuel	IL	065-015742
Compiani,Frank T	FL	AC0010023
Condon III,Richard J	MA	16002
Conroy,Patrick J	MA	19360
Corns,Steven	VA	32437
Couch,Michael George	CA	78179
Cox,Lance S	TX	060891
Craft III,H. Charles	NC	12814
Croft,Brenda M	WA	23180
Cronauer,James J	IL	065.031693
Cummings,Richard M	MA	10011
Curttright,Vincent A	IL	065032544
Davenport,Sam D	IN	CP18556457
Davis,Keith J	IN	CP18704399
Davis,Susan L	IA	O06256
Davisson,Richard A	IN	CP19300260

Name	Lic State	License #
Dawson,Harold W	IA	O06459
Day,Richard D	IA	O03828
de la Fe,Sergio	FL	AC35002
Decilveo Jr,Joseph E	NY	055257
DeFilio,Scott D	CT	CPAL.0009577
DeGrandis,Ron	OH	CPA.06787
Dehner,Linda C	CA	78627
Delso,Phyllis	FL	25855
Del Re,Catherine	NJ	20CC03596700
DeLuca,Albert J	FL	AC39600
Dempsey,Gregory	NY	060062-1
Denney,James Jay	MN	05691
Dennis,Joseph L	IA	O02956
Dennis,Mark	NC	26883
Devine,Martin F	IL	065.019672
Devino,Gregory L	FL	AC0035568
DeWulf,Craig R	IA	O10314
Digiusto,David A	MA	09303
Dimino,Thomas J	MA	9822
Doggett,Ty P	IA	O11543
Dombrowski,Robert A	IL	065.020796
Douvris,George	IL	065.030988
Dow,Stacy E	FL	AC44478
Draxler,Steven	AZ	16353
Drollinger,Lenore L	WA	15102
Dubois,Dominic S	DC	CPA902660
Dunlap,Randall W	IL	065.025810
Dykes,Arthur J	DC	CPA900124
Eash,Robert E	IN	CP19000286
Edelheit,Richard	IL	065.016300
Edwards,Mark Y	FL	AC0011974
Edwardson,John M	MN	10962
Egbert,Allison H	MA	21426
Eidelman,Aaron J	NY	027089
Estes,James R	MN	07466
Eto,Dwayne S	CA	CPA59272
Evans,Edward W	NC	18694
Evans,John F	MN	19962
Evans,Joseph J	IL	065.022689
Fanelli,Michael	NC	33848
Farrell,Thomas M	IL	065.023443
Feeney,James D	FL	AC0029632
Feldman,David N	PA	CA019134L
Feldmann,Robert Raymond	FL	AC0023373

Name	Lic State	License #
Ferraro,Michael	MA	7323
Ferreira,Thomas H	CT	CPAL.0004995
Fischer,Charles J	IL	065-010416
Fischer,Frederick L	IA	O06971
Flemmer,Jefry D	MN	11704
Fleura,Shawn	IL	065.031070
Foraste,Michael C	MA	18886
Forde,Mark W	MD	23612
Fortsch,Zachary A	IL	065.024573
Foster,Rodney D	IA	O04843
Fox,Julee A.	CO	CPA.0017484
Fox,Michael	IL	065-026386
Frankel,David	MA	18248
Franken,Galen Ross	KS	259
Frattaslo,Robert A	MA	20526
Friedman,Brett	FL	AC0027326
Friedman,Martin	IL	065.008686
Furst,Kenneth W	IA	R02947
Gaffey,Daniel J	MA	22304
Gaines,Mark	IL	065-014650
Gallagher,Paul J	MA	5463
Gallagher,Timothy M	IL	065.018917
Gallegra,Vincent	NY	052767-1
George,John	IL	065.024892
Gidlow,Eric A	MN	11228
Gilbert,Meredith A	TX	074436
Gillespie,Patrick G	NJ	20CC03390100
Glazik,Robert Anthony	IL	065029170
Godwin,Armied A	NC	16247
Golebiowski,Rich	NJ	20CC02969500
Gorman,William J	MD	09219
Gradl,Steven	AZ	13048
Green,Thomas	IL	065.024648
Greer,Michael S	AZ	12033-R
Greif,Martin	NY	07 034602
Greisch,James R	FL	AC39575
Griffin,David H	CA	78137
Gross,Guy M	IL	065.024944
Gruidl,Nicholas P	MN	19408
Guariglia,Joseph N	NY	011163-1
Guirovich,Paul J	NY	093536
Hagan,Patrick J	AZ	16598
Hague,John T	IL	065.019853
Halkitis,Michael J	IL	065-027315

Name	Lic State	License #
Hallick,Michael T	NM	2021
Hanmer,Lisa C	WI	17182-1
Hanover,Christine A	IL	065.024430
Harder,John	VA	12988
Hartema,Brett M	IA	O11020
Harvey,Mark	IL	065.023282
Harvey,Matthew C	IA	O09286
Hassett,William	IL	065.021156
Hawkins,Bert	CA	71366
Healey,Kathryn	CO	CPA-22334
Hedden,Dale K	WA	06953
Hegarty,Kay L	IA	O03707
Heidt,Robert H	FL	AC0025400
Hemelt,Matthew E	MD	21240
Henderson,Kyle D	IA	O05910
Hendren,Roger L	MO	2004006941
Henson,Jeremy Steven	AZ	16959
Hernandez,Carlos	FL	AC44645
Hershberger,Brad L	IA	R05514
Hill,Jeffery A	TX	046569
Hill,Tammy M	IN	CP18604478
Hillmann,Jon P	IA	O07092
Hirsh,Lawrence Mark	OH	04-03-14879
Hirsh,Mitchell	IL	065.025351
Hoff,Melanie S	NJ	20CC03431300
Holland,Troy D	IN	CP19400375
Horaney,Michelle	IA	R04833
Horn,Willlam K	MN	04800
Horne,Thomas G	AL	8302-R
Houle,Julie M	MA	20559
Hren,Brian	MN	16101
Hubbard Jr,Lloyd J	CT	CPAL.0003677
Hudson,Melvin E	CA	87327
Isaac,Elliot	NY	088640
Jackson,Todd A	MN	08005
Jenkins,Gary	FL	AC40412
Jensen,Robert F	IL	065.009411
Jestel,James	IA	O09482
Jirsa,Robert J	MD	05567
Joaquin,C Dean	CA	66003
Johannesen,Jeffrey	IA	R02999
Johnson,Randolph L	MN	11379
Johnson,Steven	CT	CPAL.0011411
Johnson,Steven R	MN	16117

Name	Lic State	License #
Jones,Brandon K	MN	17613
Jong,Karen W	CA	52489
Jorth,Bruce J	FL	AC0030231
Jugan,Steve	NY	074349
Kadavy,James M	IA	R03666
Kalic,Loraine A	OH	34540
Kalla,Jennifer A	MN	18937
Kastenschmidt,Robert	WI	17979-1
Kathe,Sharl L	IL	065.025031
Kaufman,Gabrielle	MD	10303
Kellogg,Jason J	CO	CPA-24891
Kennedy,Kristi	TX	041718
Kent,Ronald D	CA	53375
Kessel,Morton	IL	065-008141
Keyler,Lawrence	IN	CP18604949
Keyser,John David	NV	3902R
Kiehl,Gregg	NC	22862
Kimball,J. Scott	IL	065.027222
Kinslow,Joseph S	MD	32696
Kirley,Thomas Michael	MN	19033
Kirn,Steven	CT	CPAL.0011450
Kirsh,Michael A	PA	CA-039784-L
Kissell,Gerald B	MN	14520
Kitchen,Patrick	IA	O06763
Klintworth,David J	IL	065018487
Knudson,James R	MN	11574
Koch,Timothy J	FL	AC41111
Kolodkin,Ronald	CA	53387
Koltun,Steven M	IL	065030997
Kopew,Steven P	PA	CA-026408-L
Kostick,Tasha Rae	CA	83182
Kral,Mark E	NC	23794
Kramer,Gary M	CA	97107
Kreiner,Chaim H	IL	065-029889
Krezek,James A	IA	O06391
Krowczyk-Mendoza,Sherrie A	IL	065.025581
Kubicek,Christie L	CA	42073
Kultgen,Mark	WI	8573-001
Kurek,Karen L	IL	065.017988
Kwiatek,Harlan J	MO	010640
LaFrance,Steven W	IN	CP19200452
Lambrix,Gary R	CA	CPA36762
Lamothe,Marc P	MA	20727
Landau,Gerald	CT	CPAL.0007237

Name	Lic State	License #
Langley Jr,Robert P	MA	12043
Lanza,John	NJ	20CC02405400
Lapidus,Carol C	NJ	20CC03404900
Lauritsen,Kaye A	IA	O04076
Leblanc,Larry L	MD	38298
Leffler,William H	MD	11592
Lemke,Eric	IL	065.025556
LeMond,Ryan T	CA	87915
Lenz,Thomas C	IL	065.015432
Lesser,Simon	IL	065023625
Levenson,Daniel F	IL	065.028531
Levine,Lawrence	NY	039917
Leyden,Thomas	CA	121594
Linders,Martina	IL	065.022711
Lipari,Donald	NY	054561
Lockwood,Debra K	FL	AC0032286
Logan,Robert M	TX	017348
Lord,Sara	MN	20148
Lorusso,Mark	CT	CPAL.0004885
Lundberg,Michael D	IA	O09327
Luzi,David S	IL	065.022027
Machara,Joseph	IL	065.021403
Mack,Christine T	MN	10683
MacKenzie,Christopher J	MA	10223
Mackey,Scott	MA	27613
Macora,Stanley	NY	107803
Maddux,Gregory A	MO	011149
Maginley,Donnovan	FL	AC0027718
Mahoney Jr.,Joseph E	MA	14545
Majer,John	FL	AC38374
Mansk,James Kenneth	IL	065.019318
Mantas,John H	NJ	20CC03299600
Marcotte,Milton J	IL	065.026199
Margolis,Barry H	TX	010945
Marinacci,Thomas P	NY	043413
Markey,Wayne Carl	MD	6226
Marquardt,Dennis Duane	CA	CPA59685
Marrano,Brian C	IL	065026742
Marshall,Brian	CT	CPAL.0012096
Marshburn,Morris R	NC	16764
Martin,Garrick L	NC	22740
Martin,Jerome J	MN	17652
Marvel,Paul J	NJ	20CC02547500
Mascareno,Samuel	CA	85325

Name	Lic State	License #
Massmann,Lance Walter	SD	1739
Matheny,James Stephen	MD	4270
Matthys,Ryan	IN	CP19800098
Maves,Brandon M	CO	CPA.0026041
Mazza,Joseph D	CA	73913
McCann,Steven J	IA	R03219
McCarragher,Joseph D	IA	O10820
McClelland,Stephen	NY	078478
McConnell,Paige M	CA	83821
McCourt,John G	VA	31155
McDonald,Robert Joseph	MA	21541
McMahan,Ben L	IL	065-011947
McNamee,Mark	DC	CPA902177
McNeal,Timothy D	MN	15363
McParland,John	NY	043916
Menaker,Steven Alan	NC	14592
Meritt,Brian S	MD	4272
Metzger,Moshe	NY	039939
Meyer,Joel	IL	065.008152
Milewski,Thomas A	IL	065.027504
Miller,Faye	MD	35856
Miller,Kenneth L	IA	R02530
Millmann,Daniel C	IL	065033093
Miskell,Mark W	IL	065.018806
Monaghan,Michael P	MD	6559
Moore,Robert B	IL	065.024643
Morgan,Bryce W	WA	08081
Moritz,Timothy E	IL	065.025174
Morton,James F	IN	CP18605929
Mulloy,Patrick	PA	CA049627
Mulvey,Peter T	IL	065.024774
Muratovic,Haslan	NY	084187
Murphy Hirata,Patricia	CA	32981
Murphy,Christopher M	IL	065-030673
Murphy,Craig A	MN	09135
Musi,Gennaro	NY	074444
Nacmias,Joseph	NY	028383-1
Nahom,Robert	AZ	8337
Natalucci,Gregory P	MA	20738
Natenstedt,Donald E	CA	36959
Nedder,Ernest J	CT	CPAL.0012098
Nelson,Michael V	MN	06106
Neumann,Roger L	IA	O01532
Newman,Philip	FL	AC39224

Name	Lic State	License #
Nichols,Richard	NY	034126
Nickel,Jamie S	MN	20149
Nicolopoulos,John	MA	16073
Niden,Henry	GA	11620
Nietzel,Terri L	IL	065.025218
Nockels,Paul J	IL	065-024441
Norfleet,James	DC	CPA901281
Nudelman,Mendel	IL	065-015575
Nunez,Alfonso	AZ	8267
O'Brien,William J	IL	065-024311
O'Connor,Douglas J	IL	065.029247
Oeth,David R	MN	,11205
Ohliger,Teri A	NC	22668
O'Leary,Thomas	MD	200815
Opheim,Douglas W	MN	09295
Parico,Stephan	PA	CA017725L
Paul,Alan D	MA	4106
Pavano,Carrie A	AZ	13441
Peikes,Rebecca	PA	CA13165L
Peltz,Scott	IL	065.014834
Perez,Eric	CT	CPAL.0009947
Perez,Patricio J	FL	AC0031690
Petersen,Dustin C	IA	O09467
Peterson,David B	FL	AC38387
Petrus,William J	AL	10834R
Phipps,Jeannette I	TX	013519
Pierce,Christopher M	IN	CP19900268
Pierson,Ronald G	IL	065-016406
Pinkus,Paul	IL	065-009694
Plutzer,Robert	NY	084963
Pohlman,Scott C	MN	04843
Pottratz,Michael	IN	CP19500220
Price,Dean R	IA	O01045
Prien,Kevin K	IA	O05720
Prillaman,Jacquelyn	NC	28872
Prough,Roger L	IN	CP10300302
Radford,Michael	NC	17133
Radke,Craig T	CO	CPA.0006150
Ragan,Randy A	IL	065.007514
Randles,Gary R	IL	065.014146
Rate Jr,Richard A	MD	7884
Reagan,Kevin	CA	45303
Reffner,Karen L	NJ	20CC03244100
Rehberger,Paul	WA	05722

Name	Lic State	License #
Rennie,Marcia	MD	21797
Ricchezza,Joseph R	NY	051229
Richardson,James M	IL	065.029786
Ridenour,Craig	NC	31928
Rilling,John	NJ	20CC03244800
Rineberg,Michael S	IL	065.017141
Ritsche,Mark A	MN	10763
Ritzert,David M	IL	065034019
Roeder,Susan L	FL	AC38488
Romano,John J	IA	R04772
Rominger,Jack L	CA	58587
Roozeboom,Douglas T	IA	O09367
Rosenthal,Barry	IL	065-012956
Ross,Jeffrey A	FL	AC0026745
Rotta,Matthew Joseph	IL	065.034770
Rourick,Thomas J	CO	CPA.0023846
Routh,Daniel James	NE	30429
Rucker,Brandon T	NC	26145
Sancewich,Wendy M	WA	22362
Sanders,John H	IL	065.013780
Sanderson,Colin	CO	CPA.0025342
Sandler,Eric	NY	074239-1
Sannella,Louis J	MA	06058
Santori,Mary Beth	MN	14730
Sasse,Denise A	IL	065.025549
Saunders,Rodney L	AK	2080
Savva,Elisavet M	VA	26678
Schaedel,Larry W	IL	065.024069
Scharenbroch,Carl L	WI	09525
Schena,Robert J	DC	901985
Schmidt,John	IL	065-017859
Schmidt,Stephen A	WI	05428
Schneidman,Byron	IL	065.018327
Schnell,Thomas M	IL	065.011415
Schoenauer,Steven R	IA	O07906
Schroeder,Kathleen O	MN	10253
Schu,Gregory P	MN	15023
Schulte,Jon P	SD	0854
Schultz,Charles	IL	065020160
Schwartz,Terry	IL	065.025578
Sciarappa,Donna M	MI	1101033684
Score,Douglas O	MN	04184
Scudder,David	IL	065.023615
Seaton,Jennifer	IL	065.028541

Name	Lic State	License #
Seaway,William	CA	90510
Seidel,Jeffry B	NY	043951
Seiler,David J	FL	AC0034074
Sekhri,Vikas	CO	CPA.0023240
Sengstock,Dean A	MN	19322
Sevier,Jason	MD	21486
Shah,Kislay	CO	CPA.0012777
Shamon,Joel	MA	13856
Shaw,Patrick T	IL	065.019341
Shaw,Thomas J	IL	065.028969
Sheeley,Stacey	NJ	20CC03478000
Sher,Michael	IL	065.021653
Sheridan,Rebecca T	FL	AC36097
Shlinger,Harry	NY	036699
Sibley,Jason A	CO	21635
Siegel,Charles Mitchell	NY	086360
Siegel,Terri T	TX	058976
Silver,David	KY	9961
Simonson,Beryl D	NJ	20CC03457700
Singer,Cristin	NY	080750
Sisler,Melissa R	IA	O09875
Sjoholm,Joseph P	NY	086778
Smaroff,Duke G	IL	065.026121
Smith,David N	NC	16153
Smith,James M	MN	09900
Smith,Kevin M	IL	065032216
Smith,Michael D	MA	17450
Smith,Roger K	CO	CPA.0023527
Sneeringer,Thomas J	MD	0018691
Snyder,Mark L	FL	AC37528
Sobhy,Mohamed	CA	52224
Sokolowski,Christopher J	IL	065-017542
Spigelman,Alan Howard	IL	065.020582
Spizman,William D	IL	065.018866
Sprague,David B	TX	052002
Spreitzer,James B	MN	05178
Sproull,John Patrick	AL	8932
Stackpole,Leslie B	AZ	13934
Stanley,Mark	NC	16489
Steil,Thomas R	FL	AC0029292
Steinberg,Joel	NY	052408-1
Sterling,David A	IL	065.018489
Stoehr,Kory J	WI	17357-1
Stoettner,Robert E	IL	065.025560

Name	Lic State	License #
Stoneburner,Keith Lee	MI	1101025010
Strauss,Amanda Claire	IN	CP10200055
Strype,Michael P	NJ	20CC03389700
Stuart,Richard	CT	CPAL.0006163
Sundar Raj,Kartik	VA	33738
Sweeney,James P	FL	AC0027453
Szczepaniak,Anthony	MN	21905
Talcoff,Mathew D	MA	17087
Tapscott,James F	CO	CPA.0020576
Tasel,Murat	DC	CPA902295
Tassitano,Tamara K	FL	AC0025324
Taub,Stuart	NY	075425
Ten Pas,Harlan M	IL	065-012327
Thiel,Chad	CA	81065
Thomas-beck,Kathleen M	FL	AC0023273
Ticknor,Matthew M	IL	065.031536
Tiefenthaler,Tim J	AZ	11860
Tomaslewicz,Beverly	IL	065.024876
Tomaw,Mark A	FL	34555
Topp,Corey A	MN	16718
Trager,Michael H	NJ	20CC03003000
Tramp,Chad P	IA	R03928
Tritabaugh,Adam W.	MN	22733
Tunning,Marty J	IA	O05650
Valderrama,James	OH	35648
Valentine,Gretchen L	CA	43814
Vandenberghe,Daniel A	FL	AC38655
VanDyne,Rochelle Ann	MN	18996
Vannucci,Kevin T	IN	CP19400406
Varga,Gerald	CA	104171
Verdick,Martin E	IL	065.012773
Vergo,Michael J	FL	AC0016351
Vial,Paul R	IA	O04487
Vitale,Leslie P	MA	8314
Vogelsang,William	IL	065-030931
Volpe,Ralph A	CT	CPAL.0004025
Wagner,Jr,Horace	FL	19559
Wagner,Robert E	IA	O06445
Walch,James M	FL	AC39253
Wall,Daniel M	IL	065-025181
Wallace,Keith T	NC	18649
Wallgren,Donald	MN	13979
Warley,Carol G	TX	021968
Wasserman,Philip M	NY	040378

Name	Lic State	License #
Waterman,Jonathan A	CO	CPA-24331
Wax,Laurie F	CO	10497
Webb,Bruce P	IA	O01220
Weber Jr.,Eugene A	MD	16895
Weber,John	CO	CPA.0015258
Weber,Michael B	NY	059179-1
Weber,Ryan J	FL	AC44475
Wehrheim,Richard D.	IA	R04587
Weil,Lynne	IL	065.031226
Wells,William E	NV	1065R
Wetzel,Daniel	MO	015912
Wheadon,Daniel J	MA	21402
Whelan,Daniel	MD	18110
Whetstone,Tracy	IL	065.033076
Wilkens,Thomas Lee	IL	065.014174
Williams,Colleen A	NJ	20CC02877300
Williams,Dana C	IL	065.024883
Willlams,Jeffrey G	NC	19795
Williams,Michael F	LA	2638
Wilson,Lisa T	NJ	20CC03026300
Wilson,Peter S	NC	32082
Wilson,Scott H.	FL	AC0023048
Wilson-Jones,Darcella A	CA	73503
Windlinger,John R	IL	065.019426
Windram,Thomas	DC	CPA902556
Wischmeyer Jr,Thomas A	OH	CPA.25121
Woell,James M	MN	10838
Wood,David	IL	065.026720
Woodworth,William J	CA	74291
Worden,Clay	FL	AC0027808
Wozniczka,John	IL	065-024496
Wright,Rodlee J	NJ	20CC03464500
Wright,Thomas M	TX	014087
Yager,Jeffrey H	NY	48771
Yonowitz,Arthur	MD	17500
Young,Richard J	IA	O01383
Zalick,John P	OH	CPA.10855
Zall,Bryan A	AZ	3099
Zanderson,Jason V	SD	1905
Zompa,Nicole	MA	22702
Zwart,Jeremy D	MN	18988

CONTRACT FOR SERVICES

THIS AGREEMENT, dated, November 13, 2014 (together with the schedules, appendices, attachments and exhibits, if any, collectively this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Comptroller (the "Comptroller" or the "Department"), having its principal office at 240 Old Country Road, Mineola, New York 11501 and (ii) McGladrey LLP, having its principal Office at 1185 Avenue of the Americas, New York, NY 10036 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain the Contractor to perform the Financial Audit services described in this Agreement; and

WHEREAS, the Contractor is willing and able to perform the within services for the County;

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

1. **Term.** This Agreement shall begin on the commencement of the audit of the County's financial statements, and shall end with the completion of all audit Services for the fiscal year ending December 31, 2016. The County shall have the option to extend the agreement for up to two (2) additional years, with each extension covering the period from commencement through completion of Audit Services for each respective fiscal year through fiscal year ending December 31, 2018. All extensions shall be subject to mutual written consent of both parties.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of performing an annual audit of the County's financial statements, the preparation of management letters, conducting federal and New York State agency mandated single audits, and performing other related services, as more particularly described below, as well as in the following exhibits, which are attached to and incorporated into this Agreement by reference; Exhibit A: Engagement Letter dated _____, Exhibit B: RFP, Exhibit C, Contractor's Proposal in response to the RFP dated March 14, 2014, as modified by Exhibit D: the Contractor's Best and Final Offer letter dated June 13, 2014. In the event of any conflict between the terms of this Agreement, and any other documents, this Agreement, including any exhibits, schedules and appendices attached hereto, shall take precedence over the attached RFP and then the Proposal.

A. Auditing the general purpose financial statements and supplementary schedules included in the County's Comprehensive Annual Financial Report (the "CAFR") for fiscal years ending December 31, 2014 through 2016.

B. Substantially complete Contractor's audit procedures by February 28 each year as they relate to the major funds' revenues and expenditures;

C. Communicate recommended areas of improvement within the County's accounting processes and procedures in the County Comptroller's and Treasurer's offices, and other

key County agencies or offices, as identified during performance of the Services provided hereunder;

D. Reporting on the County's internal control structure as a result of Contractor's audit of the County's financial statements and the County's compliance with laws and regulations that may have a material effect on the general-purpose financial statements. Contractor's report will provide recommendations about other aspects of the County's operations where opportunities for improvement are observed;

E. Conducting the audit of the County's financial statements in accordance with auditing standards generally accepted in the United States of America ("Generally Accepted Auditing Standards") and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("Generally Accepted Government Auditing Standards");

F. Performing procedures and reporting for the County as required by the Single Audit Act, and as set forth by the United States Office of Management and Budget Circular A-133. Contractor will determine whether the County has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of its major programs. This includes, but is not limited to, any and all funds that are required to be audited because they were received pursuant to the American Recovery and Reinvestment Act;

G. Performing procedures and reporting for the County as required by the New York State Department of Transportation (NYSDOT) Single Audit Report in accordance with the NYSDOT requirements. Contractor will determine whether the County has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of NYSDOT program and on internal control over compliance in accordance with Part 43 of the New York State Codification of Rules and Regulations;

H. Preparing and issuing a management letter communicating the results of Contractor's evaluation of the County's internal controls performed as part of the audit of the financial statements. The management letter may also provide recommendations about other aspects of the County's operations where opportunities for improvement were observed. The management letter will be delivered within 60 days after the release of the CAFR and/or Federal Single Audit but no later than the last day of the fiscal year in which the reports are released;

I. Provide comments on the CAFR and the application, as deemed appropriate by the Contractor, to assist the County in its annual effort to maintain its Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association;

J. Performing all services specifically set forth in the Engagement Letter;

K. The Contractor and the County shall enter into an Engagement Letter in substantially the same form as Exhibit B for the fiscal years 2015 and 2016, and if applicable, 2017 and 2018;

L. In addition, the Contractor shall perform the following additional audit-related services:
(1) Assist the County in evaluating its conclusions relating to accounting and financial reporting issues, and provide guidance relating to such conclusions;
(2) Make reasonable efforts to make certain that the County meets all statutory and other operational reporting deadlines on a timely basis;
(3) Provide CPE training to employees of the County Comptroller's Office, assisting on the financial statements and County personnel involved in the preparation of the County's single audits relating to Generally Accepted Government Auditing Standards, internal controls and compliance matters;
(4) Print and provide up to two-hundred (200) copies of each of the Deliverables for the County (as defined below) that are prepared pursuant to the audit engagement. Provide electronic versions of said Deliverables including secured copies;
(5) Perform procedures, required by Generally Accepted Auditing Standards or considered necessary by the Contractor, update financial statements and reports as necessary, in connection with the inclusion of the Contractor's audit report on the County's financial statements in the County's Official Statements in connection with debt offerings (e.g., bond or note offerings).

3. The Contractor shall conduct the audits and all related work under this Contract in accordance with Generally Accepted Auditing Standards ("GAAS"), as promulgated by the American Institute of Certified Public Accountants; with Generally Accepted Government Auditing Standards ("GAGAS"), as promulgated by the United States General Accounting Office in its publication, *Government Auditing Standards;* with standards issued by the Governmental Accounting Standards Board ("GASB"); with Generally Accepted Accounting Principles ("GAAP"); with the Single Audit Act Amendments of 1996 and the provisions of United States Office of Management and Budget ("OMB") Circular A-133, *Audits of State and Local Governments;* and with other authoritative auditing guidance in effect.

A. The Contractor shall provide all reports and other materials requested by and prepared for the County electronically;

B. The Contractor shall also provide to the County sufficient number of printed copies of the reports and other written materials prepared for the County under this Agreement in accordance with Section 2(L) above.

C. **Progress Reports.**

i. Prior to commencing the Audit Services hereunder, the Contractor shall send to the County Comptroller an anticipated audit plan and schedule for the work to be performed for each audit area, including the personnel assigned and the anticipated hours required.

ii. In addition, on a biweekly basis during the delivery of Services hereunder, the Contractor shall send to the County Comptroller a Progress Report, which will include, among other relevant data, a comparison of actual hours spent to the hours projected.

4. **Payment**.

A. Amount of Consideration.

(1) Except as otherwise provided in Section 4(A)(3) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services described in Section 2(A) – (L) under this Agreement, including during any extensions of the Agreement, as provided above, shall be subject to encumbrance and payable in accordance with the pricing structure set forth as follows:

Fiscal Year	**Fee for County Audits**
2014	$300,000
2015	$300,000
2016	$300,000
2017	$315,000
2018	$315,000

(2) Any ***Additional Services*** requested by the County and agreed to by the Contractor shall be performed pursuant to this Agreement as follows:

Title	**Hourly Rate**
Partner	$265
Director	$176
Manager	$155
Senior	$110
Staff	$68

(3) If there is a change (i) in the scope of Services or any agreed-upon additional audit-related services to be provided under this Agreement, or (ii) in any circumstance with respect to this Agreement (or any attachments hereto), the parties shall negotiate in good faith to make an equitable adjustment to the rates set forth in Section 4(A)(2) and the maximum amounts set forth in Section 4(A)(1) and incorporate said adjustments into written contract amendments.

B. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

C. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

D. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

E. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

5. **Payment - Additional Provisions.**

A. The parties acknowledge that the maximum annual amount of compensation for the services rendered by the Contractor during the term of this Agreement shall not exceed the amounts listed above, unless this Contract is amended to include additional funds for a continuation of services. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement.

B. Partial progress payments are authorized at the discretion of the Department.

6. **Rights to Work**. Except as provided below, upon full payment, the Contractor hereby assigns to the County, any and all rights, title and interest, to the materials first created by the Contractor specifically for the County hereunder and required to be delivered to the County by virtue of their description or specification as a deliverable in this Agreement (the "Deliverables"). The Deliverables include the Audit Report, the Single Audit Reports, and the final draft of the Management Letter. The Deliverables may also include any data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements") owned or developed by the Contractor prior to, or independently from, its engagement hereunder or created by the Contractor in connection with its engagement hereunder. The Contractor retains exclusive ownership right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to all Technical Elements. Accordingly, to the extent that any such Technical Elements are integrated into any Deliverables, the Contractor hereby grants to the County, a perpetual, worldwide, non-exclusive, paid-up license to use such Technical Elements in connection with the Deliverables and copy and modify such Technical Elements as integrated into such Deliverables. Notwithstanding the above, Contractor's workpapers shall remain the sole property of the Contractor.

7. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself or herself out as a County employee or as having 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).

8. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

9. **Compliance With Law**. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices L and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which 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 to 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, Section 87 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. Additionally, it is acknowledged that the Contractor subscribes to a program of peer review for maintenance of quality control as required by its profession. As part of this program, engagement files may be selected for review by other professionals under strict rules of confidentiality. Execution of this Agreement constitutes the County's agreement for such disclosure under peer review programs, upon reasonable notice given by the Contractor to the County in advance of disclosure.

10. **Minimum Service Standards**. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct their 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.

11. **Assignment; Amendment; Subcontracting; Waiver.** 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 duly designated deputy. 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 County Comptroller (the "Comptroller"), 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 County Comptroller shall be given to the County Attorney on the same day that notice is given to the Comptroller.

(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 Section shall survive the termination of this Agreement.

13. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, 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, fault or default 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 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 to the extent allowable by industry professional standards.

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

14. **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 via a blanket endorsement with "Nassau County" as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance as may be agreed to by the parties.

(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 (ii) in form and substance reasonably 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 County Attorney's office. 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 endeavor to provide written notice to the County Attorney's office of the same and deliver to the County Attorney's office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required

coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

15. **Accounting Procedures; Records.**

A. The Contractor shall maintain and retain, for a period of six (6) years, following the latter 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 Government Auditing Standards ("GAGAS") and, to the extent not inconsistent with GAGS, the Contractor's policies and procedures.. Such Records shall at all times be available for audit and inspection of the County Comptroller (to the extent that such audit would not compromise the auditors' independence), the Comptroller General of the United States or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

B. Notwithstanding anything to the contrary contained in section 9 (a), upon prior written notice, where possible and during normal business hours, the Contractor shall provide access to the time sheets, invoices, time records, policies and procedures and expense receipts pertaining to the Services (the "Billing Records"), to the extent reasonably necessary to substantiate payment hereunder, for inspection by the Comptroller's Office. Information contained in the Contractor's Billing Records which constitute confidential personal information shall be excluded.

16. Non-exclusivity. The County acknowledges that the Contractor shall have the right to provide services of any kind or nature whatsoever to any person or entity as the Contractor in its sole discretion deems appropriate and nothing herein shall be construed to conflict with that right.

17. **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against either party 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 County Attorney's Office and the Counsel to the Comptroller 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 County Comptroller under this section to the County Attorney (at One West Street, Mineola, NY 11501) on the same day that documents are sent or delivered to the County Comptroller. 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.

18. **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.

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

20. **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 ii) if to the County Attorney, to the attention of the County Attorney at 1 West Street, Mineola, NY 11501, and (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.

21. **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 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 set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as a drafter.

22. **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.

23. **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

24. **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

25. **Executory Clause**. Notwithstanding any other provision of this Agreement:

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated and encumbered.

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

McGladrey LLP
CONTRACTOR

By: Robert G. Rooney

Signature: Robert G Rooney

Name: Robert G. Rooney

Title: Director Date: 11/13/14

State of New York}
}SS.:
County of Nassau}

I, William J. Muller III, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with McGladrey LLP

On behalf of the Nassau County Office of Comptroller

On file in this office of the Legislature and is of the whole said original.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 29th day of December, 2014

William J. Muller III

Clerk, Nassau County Legislature
Nassau County, N.Y.

No. 01[illegible]6236026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)

) ss.:

COUNTY OF New York)

On the 13th day of November in the year 2014 before me personally appeared Robert G. Rooney to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Hunterdon; that he or she is a Director of McGladrey LLP, the limited liability company described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partners of said limited liability company.

NOTARY PUBLIC Belkis Madera

BELKIS MADERA
Notary Public, State of New York
No. 03-4945756
Qualified in Bronx County
Commission Expires Jan. 27, 2015

Appendix EE

Equal Employment Opportunities For Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's 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.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the

advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

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:

Joe Adams
(Name)

20 N. Martingale Road, Suite 500, Schaumburg, IL 60173-2420
(Address)

(847) 413-6215
(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.

November 13, 2014
Dated

Robert G Rooney
Signature

Director
Title of Contractor's representative who is lawfully authorized to legally bind the Contractor.)

Robert G. Rooney
Name

Sworn to before me this

13th day of November, 2014.

Belkis Madera
Notary Public

BELKIS MADERA
Notary Public, State of New York
No. 03-4945756
Qualified in Bronx County
Commission Expires Jan. 27, 2015

NASSAU COUNTY
OFFICE OF THE COMPTROLLER

GEORGE MARAGOS
COMPTROLLER

REQUEST FOR PROPOSALS (RFP) FOR ANNUAL AUDIT SERVICES

Proposal Issuance Date: January 13, 2014

Proposal Submission Date: February 7, 2014

RFP No. CO0107-1402

I. GENERAL INFORMATION

A. Introduction.

The Nassau County Comptroller ("Comptroller"), on behalf of Nassau County (the "County"), is soliciting proposals for the annual audit of the County's financial statements, the preparation of management letters, federally mandated single audits, New York State agency mandated single audits, and other related services. This Request for Proposals ("RFP") describes the scope of work to be performed; minimum proposer qualifications; required proposal format and content; proposal evaluation criteria; and required terms of any agreement resulting from this RFP.

The County's 2014 annual budget exceeds $3.4 billion as reported in the five (5) major operating funds[1] and the sewer and storm water district fund. The major governmental funds of the County, as reported in the County's Comprehensive Annual Financial Report ("CAFR") are: (1) the general fund[2], (2) the police district fund, (3) the sewer and storm water district fund, and the capital fund. Other non-major County governmental funds reported in the CAFR include the capital fund, the grant fund, the FEMA fund, the retirement contribution fund, the employee benefit accrued liability reserve fund, and the environmental protection fund. County transactions are recorded through the Nassau Integrated Financial System ("NIFS"), an automated mainframe system acquired by the County in 1999.

The selected vendor will be required to attend all meetings of the Nassau County Comptroller's Audit Advisory Committee (the "Audit Committee"), and will be asked to brief the Audit Committee on the progress of the audit and to discuss any concerns that have arisen during the course of the audit. The Audit Committee meets at the discretion of the Board Members and the County Comptroller.

The County expects to enter into an agreement with the vendor who submits the proposal most advantageous to the County. Potential vendors with verifiable qualifications and demonstrated ability are invited to submit proposals for the RFP services.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations and ordinances.

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[1] The five major operating funds of the County are: the general fund, the police district fund, the police headquarters fund, the fire prevention fund, and the debt service fund.

[2] In accordance with Governmental Accounting Standards' Board Statement No. 54, for reporting purposes, the general fund now includes several major operating funds, such as the police headquarters fund, the fire prevention fund, and the debt service fund, and non-major governmental funds, such as the technology fund and the open space fund.

B. RFP Contact.

The sole contact for the submission of proposals, and inquiries relating to this RFP is:

Christopher Leimone
Office of the Nassau County Comptroller
240 Old Country Road, Suite 210
Mineola, New York 11501
Phone: (516) 571-2386
Fax: (516) 571-5900
Email: cleimone@nassaucountyny.gov

All questions about the RFP should be submitted in writing. Contact with anyone else in the County's government including elected officials, County personnel, their agents or consultants, regarding this RFP, is prohibited. Violation of this requirement may be grounds for eliminating a proposal from consideration.

C. Proposed Preparation Costs.

Neither the Comptroller nor the County shall be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

D. Rejection of Proposals.

This RFP does not commit the Comptroller or the County to award a contract, or to otherwise procure the services sought by this RFP. The Comptroller reserves the right to accept or reject any or all proposals received, to negotiate with all qualified proposers, and to cancel this RFP in part or in its entirety if the Comptroller determines that it is in the interests of the County to do so.

E. Addenda to Request for Proposals.

Addenda to this RFP may be issued prior to the proposal submission date and will be posted on the County website at https://eproc.nassaucountyny.gov/MainBidBoard. Addenda will be furnished by email to prospective proposers who have specifically informed the RFP Contact, specified in Section I (B) above, of their interest in receiving addenda. Prospective proposers who have not informed the RFP Contact of their interest are responsible for checking the County website frequently for addenda.

F. Submission of Proposals and RFP Timetable.

1. Submission of Proposals.

Proposals in response to this RFP are solicited from all eligible vendors, and the original proposal and ten (10) copies should be submitted in a sealed envelope addressed to the RFP contact. An authorized representative of the vendor must sign the original.

To be considered, proposals must be mailed or hand-delivered so as to be received by the RFP Contact in the Office of the Comptroller at 240 Old Country Road, Suite 210, Mineola, New York 11501, no later than 4:00 PM on Friday, February 7, 2014. Proposers must allow for sufficient time for formal delivery to ensure timely receipt of their proposals, and should consider using registered or certified mail with return receipt requested. When delivering a proposal in person, contact Denise Nicoletti or Katherine Heinz at (516) 571-2386, to arrange delivery. Late proposals will not be considered.

2. Proposed RFP Timetable.

a. Release of Request for Proposals: January 13, 2014

b. Final date for Submission of Questions: January 31, 2014

c. Final date for Submission of Proposals: February 7, 2014

d. Oral Presentations (Selected Proposers ONLY) week of February 10, 2014
Times and location TBA

e. Approximate date for Selection of Vendor: February 28, 2014

Dates indicated above are subject to change at the sole discretion of the County.

G. Additional Information May Be Required.

The County may award a contract or contracts based upon proposals received without discussion. Each proposal, therefore, should be submitted in the most favorable terms. However, the Comptroller reserves the right to request additional data, oral discussions, or presentations in support of written proposals from any or all proposers. In addition, the Comptroller reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate the proposer's qualifications.

H. Independent Price Determination

By submission of its offer, the proposer's certify (and in the case of a joint offer, each party hereto certifies as to its own organization) that, in connection with the procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and

2. Unless otherwise required by law, the prices have been quoted in this offer have not been knowingly disclosed by the proposer prior to award, directly or indirectly, to any other proposer or competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

4. No elected or appointed official or employee of the County shall benefit financially or materially from the contract. The County may terminate this contract if gratuities were offered or given by the proposer or his or her agency to any such official or employee.

I. Time Validity of Proposal.

The proposer must guarantee that the proposal submitted will be valid for nine (9) months following the submission deadline.

J. Disclosure of Proposal Contents.

Information submitted to the County, including the information contained in proposals submitted in response to this RFP, may be subject to disclosure under the New York Freedom of Information Law ("FOIL") and other laws. If a vendor is submitting information that it believes is protected from disclosure under FOIL or similar laws, it should clearly identify, at the time of submission, the information at issue and the basis for non-disclosure. If the County receives a request for disclosure of the identified information and the County determines that the identified information is required by FOIL or any other law to be disclosed, the County will use reasonable efforts to notify the vendor prior to disclosing the information in order to enable the vendor to take such action as the vendor deems appropriate. Copies of executed contracts are not exempt from disclosure under FOIL and similar laws.

K. Award of Contract

The County shall select a proposer by means of Notice of Award issued by the RFP evaluation Committee. Neither the selection of a proposer nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the proposer, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

THE FOLLOWING SCOPE OF WORK SHOLD BE TREATED AS A GUIDELINE IN PREPARING A PROPOSAL AND MAY BE SUBJECT TO NEGOTIATIONS RESULTING IN A FINAL AGREEMENT. THE PROPOSER SHOULD PROVIDE A PROPOSAL, WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW.

II. SCOPE OF WORK

The Scope of Work to be furnished by the selected vendor responding to this RFP is to provide the deliverables, perform the tasks, and meet the following requirement listed below and discussed in detail in the following sections. The audits and related work under the contract resulting from the RFP must be conducted in accordance with Generally Accepted Auditing Standards ("GAAS"), as promulgated by the American Institute of Certified Public Accountants;

with Generally Accepted Government Auditing Standards ("GAGAS"), as promulgated by the United States General Accounting Office in its publication, *Government Auditing Standards*; with standards issued by the Governmental Accounting Standards Board ("GASB"); with Generally Accepted Accounting Principles ("GAAP"); with the Single Audit Act Amendments of 1996 and the provisions of United States Office of Management and Budget ("OMB") Circular A-133, *Audits of State and Local Governments*; and with other authoritative auditing guidance in effect. Opinions rendered shall indicate whether financial statements are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States. The scope of the audits must be planned to preclude the necessity for exceptions arising from scope limitations.

A. Annual Financial Statements

The selected proposer will perform an audit of the County's annual financial statements and provide related work for each of the fiscal years ended December 31, 2014 through December 31, 2016, with the option for two subsequent one-year renewals at the sole discretion of the Comptroller, and subject to all required County approvals. The selected proposer will:

1. Audit the County's basic financial statements and supplementary information included in the Comprehensive Annual Financial Report ("CAFR");
2. Report on the County's internal control over financial reporting as part of the CAFR and Single Audit Reports and the County's compliance with laws and regulations that may have a material effect on the general purpose financial statements (to be included with the Single Audit Reports); and
3. Provide the County with its consent to release preliminary fiscal year results, by the third week in February of each year subsequent to the end of the fiscal year being audited, and deliver the final audit and the CAFR by June 30 of each year subsequent to the end of the fiscal year being audited.

A copy of the County's most recent CAFRs may be found on the Comptroller's website.

B. Single Audit Reports

In addition to the requirements outlined under the Annual Financial Statements in II. A. above, for the County's federal financial assistance programs and New York State mandated Single Audits, in accordance with the Single Audit Amendment to OMB Circular A-133, the selected proposer will report on the County's:

1. Supplementary schedule of federal financial assistance programs and the New York State Department of Transportation mandated Schedule of State Transportation Assistance Expended;
2. Deliver the final federal and state Single Audits no later than September 30 of each year subsequent to the end of the Single Audit's fiscal year being audited;
3. Compliance with laws and regulations, identifying all findings of noncompliance and questioned costs; and

4. Internal control structure used in administering federal financial assistance programs.

C. The Management Letter

The selected proposer will author a management letter communicating the results of the study and evaluation of the County's system of internal accounting controls performed as part of the audit of the financial statements. The management letter will also provide recommendations about other aspects of the County's operations where opportunities for improvement were observed. The management letter will be delivered within 60 days after the release of the CAFR and/or Single Audit but no later than the last day of the fiscal year in which the reports are released.

D. The Certificate of Achievement

The selected proposer will assist the County in its annual effort to maintain its Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association ("GFOA") by subjecting the CAFR and the application to a review.

E. Additional Services

In addition to the services specified above, the selected proposer will:

1. Assist the County in researching accounting and financial reporting issues, consistent with applicable accounting rules and independence obligations;
2. Make reasonable efforts to make certain that the County meets all statutory and other operational reporting deadlines on a timely basis;
3. Provide all reports and other materials requested by the County electronically;
4. Print as many copies as the County requests of reports and other materials that are prepared pursuant to the audit engagement (approximately fifty copies); and
5. Update financial statements and reports as necessary and make them and the auditors' opinions available for inclusion in County or Nassau County Interim Finance Authority ("NIFA") official statements (or any other similar offering document) in connection with raising funds (e.g. bond or note offerings) at no additional cost.

III. PROPOSAL FORMAT AND CONTENT

Proposals that do not meet the requirements of this RFP will not be considered.

The proposal should be submitted in one volume divided into the following sections:

A. Cover Letter.

The cover letter must contain the following:

1. Identify the proposal as a response to the RFP for Financial Statement and Single Audits.
2. Name, address and email address of vendor, and addresses from which services will be provided, if different.
3. Name, title, email address and telephone number of individual to be contacted regarding the proposal.
4. Name, title, address, email address telephone number and signature of the official authorized to bind the vendor.
5. **Disclosure.** Organizations contracting with Nassau County are required to disclose the names and home addresses of all principals. The cover letter must provide the following as indicated by the type of ownership:

   - Sole proprietorship/individual. The name and email address of the sole proprietorship/individual. "Sole ownership" must be stated on the disclosure.
   - Closely held corporation. The names and email addresses of all shareholders, officers and directors.
   - Publicly traded corporation. Only the page(s) of the SEC Form 10-K setting forth the names of all officers and directors.
   - Not for profit corporation. The names and email addresses of all members, officers and directors.
   - Partnership. The names and email addresses of all general and limited partners.
   - Limited liability company. The names and email addresses of all members.
   - Limited liability partnership. The names and email addresses of all members.
   - Joint venture. The names and email addresses of all members.

   List any possible conflicts of interest, and how the proposer would resolve the conflict. Also list any other work the proposer performs for the County, NIFA, Nassau Community College, or any other entity related to the County, including but not limited to, the Nassau County Deferred Compensation Board, and the other component units identified in the County's most recently issued CAFR, which may be found on the Comptroller's website, even it does not believe that the work poses a conflict.

6. An affirmative statement, **with supporting documentation**, that the proposer meets the following **minimum qualifications**:

a. The firm has at least ten (10) years' experience in auditing financial statements for government entities with senior members of the engagement team having at least five (5) years' experience in auditing financial statements of governmental entities;

b. Multiple engagements for a large government client (defined as one which had an annual revenue budget of over one billion dollars);

c. Senior members of the engagement team have the requisite continuing professional education ("CPE") credits for auditors under GAGAS; and

d. At least one office located in the metropolitan New York area.

B. Table of Contents.

C. Organizational Overview.

Provide an organization chart and a brief description of the type and general history of your organization, size, staffing, annual budget, and number/type of clients. Describe your experience in providing auditing services, and your experience in working with public sector clients.

D. References.

Provide the name, address, contact person, telephone number and email address for the three largest governmental entities for which you currently provide auditing services (preferably auditing services similar to those described in this RFP), and if applicable, three for which you no longer provide such services. For entities that have terminated their relationship with your firm, specify the reasons for termination.

E. Technical Proposal

Describe your implementation plan and project schedule for accomplishing the work outlined in the Scope of Work and attach as Appendix B. Appendix B should contain a complete written description of Proposer's proposal. The proposal should contemplate that the Contractor's staff will be doing the majority of the work with County personnel providing assistance as needed, up to 500 personnel hours to assist on the audit.

The proposal must contain the following information:

1. A brief introduction outlining the technical approach to the engagement, including the disclosure of all materiality factors that will be used.

2. Narrative descriptions of the Proposer's treatment of each deliverable required in Sections II and III of this RFP.

3. A detailed approach and work plan, in narrative and tabular forms, listing strategies, tasks to be accomplished and their sequence. The work plan must include:

a. Estimated work hours for completing each task and/or deliverable and total project work hours;

b. Number of work hours by staff category, including expectations of County staff and

c. A detailed implementation schedule clearly indicating tasks and their respective completion dates, and the work product(s) to be provided at the completion of each task (i.e., commencement of review and interim and year-end work).

4. An enumeration of the problems that the proposer might reasonably expect during the engagement and the Proposer's approaches to solving those anticipated problems.
5. A copy of three management letters issued by the Proposer for a government entity audit engagement, at least one of which had an audited annual revenue budget of over one billion dollars.
6. A copy of three CAFRs issued by a governmental entity audited by the Proposer, and at least one where the entity's audited annual revenue budget was over one billion dollars.
7. An affirmation that the Proposer will ensure that a partner-level members of the engagement team will be available and readily accessible to the County's executive management throughout the engagement.
8. A copy of the Proposer's most recent peer review report.
9. The audit techniques that will be used during the engagement.

F. Cost Proposal

This section of the proposal must contain all information related to costs, fees, and hourly rates for providing the services requested in this RFP. **Cost proposals must be submitted in a separate, sealed package.**

Cost proposals must be inclusive of all costs. Proposers must submit proposed fee schedules showing maximum, not-to-exceed amounts. Payments to the successful proposer will not exceed the maximum amount. Fees are not subject to adjustment after the contract is awarded.

Once a proposal is submitted, the cost proposal is irrevocable until contract award, unless the proposal is withdrawn. Cost proposals may be withdrawn only in writing and only upon the expiration of 180 calendar days after the submission date. Withdrawals must be received by the RFP Contact prior to the award.

Cost proposals must not include any state or local sales or use taxes. The County is tax exempt.

The cost proposal must contain the following information:

1. For each fiscal year:

a. Lump sum audit fees must be proposed by major audit area for each year's audit separately.

b. The total costs and not-to-exceed amounts must be proposed for the audit of the County.

2. Proposers must also provide the estimated number of hours and projected billing rates for the various categories of audit staff to be assigned to the engagement.

V. EVALUATION CRITERIA

The selection of a vendor for contract award will be made by an Evaluation Committee consisting of Comptroller's Office and other County representatives. A proposal's merit will be evaluated as follows:

A. Minimum Qualification Requirements (MQRs) (Pass/Fail)

To be considered, the proposer must meet the MQRs enumerated in Section III (A) (6) of this RFP.

B. Technical Proposal (75%)

1. Overall quality of the proposal (50 points), including:

    a. Technical approach and methodology to completing the audits, including strategies and the planned sequence, appropriateness, comprehensiveness, and general quality of the proposed audit work and management plans;

    b. Ability of the Proposer to successfully complete the audit within the proposed schedule, including commitment and quantity of assigned staff, accessibility, availability and commitment of partners to be assigned to the engagement.

2. Proposer's characteristics, quality of staff assigned, and experience providing similar services (25 points), including:

    a. The qualifications, experience and level of personnel that the proposer will assign to the audit, and their commitment;

    b. The firm's commitment to the continuing education and professional development of its staff;

    c. The strength of the Proposer's references and prior performance on audits and single audits of similar scope and size, including the proposer's experience with GAAP for governmental entities, its management letter quality as evidenced by the sample management letter(s) submitted with the proposal, and its experience in assisting governmental entities in obtaining GFOA Certificates;

    d. The depth and breadth of the Proposer's audit experience; and

    e. The Proposer's financial stability.

C. Cost Proposal (25%)

After the Evaluation Committee completes its technical evaluations, it may eliminate those proposals it considers not competitive. Cost proposals will then be opened from competitive technical proposals. A maximum of 25 points may be awarded to the proposal judged to be lowest overall in cost, and lower amounts to more expensive proposals.

VI. TERMS OF AGREEMENT

By submitting a proposal, proposers agree to be bound by the terms of their proposals and by the terms of this RFP.

Other standard clauses for Nassau County include:

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), 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).

2. **No Arrears or Default**. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. **Compliance With Law.**

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Exhibit EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

5. **Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however,

that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and

deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. **Assignment; Amendment; Waiver; Subcontracting.**

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

8. **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 County Comptroller, 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.

(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.

(d) Change in Law. This Agreement may be terminated by the Contractor upon written notice to the County if the Contractor determines that a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accounts, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing law, rule, regulation, standard, interpretation or decision, the result of which would render the Contractor's performance or any part of Services illegal or otherwise unlawful or in conflict with independence or professional rules. Notice shall be provided at least one hundred and twenty (120) days prior to termination, except as otherwise required by any such law, rule, regulation, standard, interpretation or decision. Prior to any such termination, the Contractor agrees (i) to inform the County of any such law, rule, regulation, standard, interpretation or decision, and (ii) to work in good faith with the County to seek any reasonable alternatives to termination in accordance with such law, rule, regulation, standard, interpretation or decision. Notwithstanding the foregoing, the Contractor may terminate this Agreement immediately upon written notice for reasons related to professional standards, law or regulation, including but not limited to, the independence of the Contractor, the County's failure to provide information (including written representation) or refusal to cooperate, or unresolved accounting or financial reporting disagreements.

9. **Accounting Procedures; Records.** (a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Government Auditing Standards ("GAGAS") and, to the extent not inconsistent with GAGS, the Contractor's policies and procedures. Such Records shall at all times be available for audit and inspection by the County Comptroller, to the extent that such audit would not compromise the auditors' independence, Comptroller General of the United States or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) Notwithstanding anything to the contrary contained in section 9 (a), upon prior written notice, where possible and during normal business hours, the Contractor shall provide access to the time sheets, invoices, time records, policies and procedures and expense receipts pertaining to the Services (the "Billing Records"), to the extent reasonably necessary to substantiate payment hereunder, for inspection by the Comptroller's Office. Information contained in the Contractor's Billing Records which constitute confidential personal information shall be excluded.

10. **Non-exclusivity**. The County acknowledges that the Contractor shall have the right to provide services of any kind or nature whatsoever to any person or entity as the Contractor in

its sole discretion deems appropriate and nothing herein shall be construed to conflict with such right.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Comptroller 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 County Comptroller under this Section to the County Attorney (at One West Street, Mineola, NY 11501) on the same day that documents are sent or delivered to the County Comptroller. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. **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.

13. **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.

14. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner, or Elected Official, if applicable, at the address specified above for the

Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

15. **All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. Further to the foregoing, in the event of a conflict between or among the exhibits attached hereto, the documents shall govern in the following order 1) Exhibit A: Engagement Letter; 2) Exhibit 2: RFP and then Exhibit C; Contractor's Proposal. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

16. **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.

17. **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.

18. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533) for the processing of this

Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract	Administrative fee:
$0 - $5,000	$0
$5,001 - $50,000	$160
$50,001 - $ 100,000	$266
$100,001 or more	$533

19. **Executory Clause.** Notwithstanding any other provision of this Agreement:

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

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

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 antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to

issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

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

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or

does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project. As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

_____ _____

Dated Signature of Chief Executive Officer

_____

Name of Chief Executive Officer

Sworn to before me this

_____day of _____, 2014

_____

Notary Public

McGladrey LLP

1185 Avenue of the Americas
New York NY 10036-2602
O 212.372.1000 F 212.372.1001
www.mcgladrey.com

McGladrey

June 13, 2014

Office of the Comptroller
240 Old Country Road
Mineola, New York 11501

Attn: Christopher Leimone

Re: Best and Final Offer RFP CO0107-1402 Annual Audit Services

Dear Chris:

We appreciate the opportunity to provide additional clarification in response to the County's BAFO letter dated May 23, 2014. The McGladrey team enjoyed our oral interview in Mineola with you, the Comptroller and the evaluation committee members.

Following are our responses to each of the questions:

1. **The annual cost proposal for the services requested for the years covered in the RFP.**

   Original Fee Proposal. McGladrey's proposed lump sum fees by major audit area by year in our initial proposal were:

	2014	2015	2016	2017	2018
Financial statement audit	$240,000	$240,000	$240,000	$250,000	$250,000
Single audit	70,000	70,000	70,000	75,000	75,000
Total not-to-exceed costs	$310,000	$310,000	$310,000	$325,000	$325,000

   Best and Final Offer. To demonstrate our desire to work with Nassau County, we will provide an additional discount from our initial fees, for each audit and each year:

	2014	2015	2016	2017	2018
Financial statement audit	$235,000	$235,000	$235,000	$245,000	$245,000
Single audit	65,000	65,000	65,000	70,000	70,000
Total not-to-exceed costs	$300,000	$300,000	$300,000	$315,000	$315,000

2. **Whether the cost proposal includes any services in relation to the County's transition to a new financial system that may be implemented during the contract period, and what those services would be.**

   Yes, our proposal does include certain services related to a new financial system transition. These include:

   - Discussions with the County relative to the planned functionality of the system, the number of modules expected to be implemented (general ledger, fixed assets, accounts payable, budget, treasury, HR and payroll, etc.), our experience with other financial system transitions, typical challenges, and the County's plan to oversee and manage the transition.

- Meeting with the System Integrator selected by the County to understand the timeline, controls and approach for the new system.
- Consideration of revised controls, including manual vs. automated controls (such as work flow approval of invoices). We will adopt our audit approach to consider these new controls and processes.
- Review of the data conversion and migration process, from the existing application to the new financial system, to create a solid audit trail and accurate transition.
- Informal input on the systems RFP and potential integration vendors, if desired.
- Note: Our assumption is that the County's implementation would be timely and not result in any data errors, unreconciled amounts or misstated balances. If these are detected during our audit testing, we would discuss any additional audit effort or fees with you.

3. **Describe the number of grants that will be tested in the County's single audit that are included in the cost proposal, and whether the proposal contemplates the County as a high-risk entity.**

The number of grant major programs expected to be tested as part of the County's Single Audit is 18. Our budget was prepared based on the historic level of Federal funding received and expended by the County, excluding the effect of ARRA funded programs in recent years. Based on that analysis, it appears that, on average, between 15 and 20 major programs are being tested annually.

Our audit testing will determine whether the County is deemed as a high-risk or low risk auditee. In either case, our fees will not change, as we do not believe that there would be a significant effect on the scope of the Single Audit. Based on the size and number of programs that will have to be rotated through as major programs over a three year cycle, we deem it highly unlikely that the percentage of coverage would drop below the level that would have an impact.

As discussed during our oral presentation, we will also consider the effect of the new OMB super-circular, and have a planning session with you.

4. **Describe the requirements and procedures that will be necessary for the firm to meet the requirement that the budgetary year-end numbers be released at the end of February.**

Immediately upon the execution of our arrangement letter, we will schedule a meeting with key County personnel to discuss the timing, availability of financial information related to accounts that could impact your budgetary year-end numbers and individuals who will be responsible for the preparation of such.

We will then develop a prepared by client (PBC) listing and a time-table for completion of the various analysis and schedules and obtain concurrence from management. We will then assign various areas of testing to members of our engagement team.

Our engagement Director, Bob Rooney, has been associated with the County's audit from 1998 to 2009. During his tenure, the timing for the release of the County's budgetary year-end numbers was never missed. Bob's knowledge of the operations of the County and his years of experience will ensure that the appropriate accounts impacting your budgetary numbers will be addressed timely so that your press release deadline will be met.

5. **Describe whether the firm would charge the County an additional fee for including the County's financials, without an update, in its bond and note offerings, and what that charge would be.**

There will be no charge to the County for including McGladrey's audit opinion on the County's financial statements in any bond or note offerings.

Upon completion of our audit, we will provide the County with the appropriate Auditor's Report that would be used in any of the County's offering documents. We would expect the County to include appropriate language recommended by the Government Finance Officers' Association in all such offering documents, which would inform the readers that no additional procedures were performed by the auditor.

Should the underwriters request our firm to perform agreed-upon procedures and render a Comfort Letter, we would discuss with management, the time required and a fee estimate using our hourly contract rates.

6. **Describe the extent of training that the firm would provide to the Comptroller's Office personnel assisting the firm on the audit, as well as training provided to County personnel, in relation to the single audit.**

Once or twice a year, McGladrey holds a webcast for clients and non-clients. Topics usually center on new accounting pronouncements, auditing standards, best practices or upcoming changes in the public sector industry. Various members of County management have been invited to attend several past presentations, at no cost.

In addition, we will conduct an annual half day or one day training for County employees in the accounting function on accounting or public sector topics that may be of interest to them.

In 2013, Bob Rooney conducted a one day training session for accounting personnel from various County Departments who were involved in the process of expending Federal funds. Bob was supported by Dan Bonnette, from our Boston office, who enlightened the attendees on the various components of the Single Audit Act and its compliance and reporting requirements. Bob then discussed the County's process that was in place to capture the reporting of expenditures by program so that the County could accurately complete the Schedule of Expenditures of Federal Awards on a timely basis. He also described the types of documentation required to be provided to the auditor in order to adhere to the Federal Compliance regulations. We would continue to conduct this training on an annual basis.

There is **no cost** to the County for the webcasts, half or one day training on applicable accounting or public sector topics or the single audit training.

7. **Describe whether the reissuance of the County's 2012 Comprehensive Annual Financial Report will have an impact on your annual cost proposal or any audit procedures.**

There will be no impact on our audit cost. Part of our audit procedures will include an understanding of the circumstances as to why the reissuance was required and the specific pension plan reporting errors detected. In addition, we will inquire about any new processes that were put into place to strengthen the financial reporting.

8. **Describe what types of additional services your firm will provide as part of the not-to-exceed fee. For example, if the County required assistance with accounting issues or the accounting treatment of transactions, what services would be provided without an additional cost and how would you determine what services would require an additional fee?**

There would be no additional fees charged for consultation on accounting issues or the accounting treatment of transactions. We believe in timely communication and advance discussion of emerging accounting standards.

We would discuss with management the additional fees for services resulting from significant changes required by major new accounting pronouncements (i.e. GASB 34); any requests for opinion letters from our firm regarding the treatment of proposed transactions; or any agreed-upon procedures reports the may be required by underwriters, regulators or third-party transactions.

9. **Describe whether the firm would charge the County an additional fee to speak to grantors on the County's behalf should the need to address grantor's follow-up questions, issues or concerns that arise as a result of any Single Audit findings.**

   Telephone calls or meetings with grantors to discuss the resolution or impact of our single audit findings would not require additional charges.

   If the regulators requested additional or expanded audit testing or rework is required as a result of findings, then we would incur additional fees. We would discuss the amount of time estimated with management prior to the commitment or performance of such work.

Please contact Bob or Pat at with any questions or comments. The entire McGladrey team would be honored to work with Nassau County. Thank you for your consideration.

Sincerely,

Robert G Rooney

Patrick J. Hagan

Robert G. Rooney
212.372.1033
robert.rooney@mcgladrey.com

Patrick J. Hagan
312.634.3981
patrick.hagan@mcgladrey.com

Contract ID#: CQTV17000002

Department: Traffic & Parking Violations Agency

4-27-17

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CQTV17000002 NIFS Entry Date: 4/25/2017 Term: 06/01/2017 to 12/31/2017

New X Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes X	No ☐
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes ☐	No X

Agency Information

Vendor		County Department	
Name **Edward A. Maron**	Vendor ID# [redacted]	Department Contact **John G. Marks**	
Address [redacted]	Contact Person	Address 16 Cooper Street, Hempstead, NY 11550	
	Phone [redacted]	Phone 516-572-2654	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☑	4/25/17	John G. Marks	
4/26/17	OMB	*NIFS Approval* ☑	4/26/17	William Eimicke	Yes ☐ No ☐ Not required if blanket resolution
5/5/17	County Attorney	*CA RE & Insurance Verification* ☐	5/5/17	A. Lamberto	
5/5/17	County Attorney	*CA Approval as to form* ☑	5/5/17		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☒ / Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			
	Chief Dep.Cty.Exec.	☐			
5/11/17	Deputy County Exec.	☐	5/12/17		

PR5254 (1/05)

Contract ID#: CQTV17000002

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract for services for 2017 and encumbrance.
Purpose: Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.
Method of Procurement: Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The Executive Director recommends the JHO to the County Executive. The County Executive appoints the Judicial Hearing Officer, subject to the confirmation by the Administrative Judge of the Nassau County District Court. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.
Procurement History: Contractor has served as a Acting County Court Judge from 2005-2008, a District Court Judge from 2000- 2008, a NYC Parking & Violations Bureau Hearing Officer from 1995-1999 and as a Supreme Court Justice from 2009 to 2016.
Description of General Provisions: The Contractor shall serve as a JHO as more fully described above.
Impact on Funding / Price Analysis: Impact on funding is a maximum of $15,000.00 for services, as they are rendered pursuant to the contract.
Change in Contract from Prior Procurement: None.
Recommendation: Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 15,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$15,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$15,000.00
2		$
3		$
4	J. Schmitt 5/5/17	$
5		$
6		$
	TOTAL	$15,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Irene M. Higgins **Date:** Apr. 25, 2017

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/11/17
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/05)

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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND EDWARD A. MARON

WHEREAS, the County has negotiated a personal services agreement with Edward A. Maron for services as a judicial hearing officer to the Traffic and Parking Violations Agency, 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 Edward A. Maron.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: EDWARD A. MARON

2. Dollar amount requiring NIFA approval: $ 15,000.00

Amount to be encumbered: $ 15,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 6/1/2017-12/31/2017

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor's services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law.

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:

NONE.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie D'Alessandro — 5/3/17

Signature Title Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

_____

Signature Title Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

_____

Signature Title Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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: EDWARD A. MARON

CONTRACTORADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. [X] 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.

[X] **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. [X] Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. [X] Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: **X** a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/25/17
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.***

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?

NO / 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.

Dated: 4/24/17

Vendor: EDWARD A. MARO

Signed: Edward A Maro

Print Name: EDWARD A MARO

Title: JHO

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name EDWARD A MARON
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address SAME
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) NONE
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/N/A Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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, EDWARD A MARON, 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 24th day of April 2017

Notary Public

ESHMIE SUKHDEO
Notary Public, State of New York
No. 01SU6184978
Qualified in Nassau County
Commission Expires April 14, 20 20

EDWARD A MARON
Name of submitting business

EDWARD A MARON
Print name

Signature

JHO
Title

04 / 24 / 2017
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 "not-applicable." No blanks.

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

Date: 4/24/17

1) Proposer's Legal Name: EDWARD A MARON

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: [redacted]

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: _____

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? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ 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? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ 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? Yes ___ No ✓ 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? Yes ____ No ✓; 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? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

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.

MAKE AND TAKE EFFORTS to PREVENT ANY CONFLICT OF INTERESTS IF SOMETHING SHOULD ARISE I WILL ADVISE COUNTY.

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. See attached

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

EDWARD A. MARON

- DISTRICT COURT JUDGE 2000 – 2008
- ACTING COUNTY COURT JUDGE 2005 – 2008
- SUPREME COURT JUSTICE 2009 – 2016
- NYC PARKING VIOLATIONS BUREAU HEARING OFFICER 1995 - 1999

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Edward A. Maron, 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 24th day of April 2017

Reshmie Sukhdeo

Notary Public

RESHMIE SUKHDEO
Notary Public, State of New York
No. 01SU6184978
Qualified in Nassau County
Commission Expires April 14, 2020

Name of submitting business: EDWARD A MARON

By: EDWARD A MARON
Print name

Signature

JHO
Title

04/24/2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: EDWARD A MARON

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____INDIVIDUAL 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):

NONE

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.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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: 4/24/17

Signed: [signature]

Print Name: EDWARD A MARON

Title: JHO

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 24, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Edward A. Maron, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on June 1, 2017 and terminate on December 31, 2017, 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 a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Fifteen Thousand dollars ($15,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service 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 provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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.

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

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

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

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

11. 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together

as not conflicting.

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

EDWARD A. MARON

By:_____
Name: Edward A. Maron
Title: Judicial Hearing Officer
Date:_____

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of April in the year 2017 before me personally came Edward A. Maron to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the individual described herein and which executed the above instrument.

Reshmie Sukhdeo
NOTARY PUBLIC

RESHMIE SUKHDEO
Notary Public, State of New York
No. 01SU6184978
Qualified in Nassau County
Commission Expires April 14, 2020

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos
Nassau County Comptroller

FROM: John G. Marks
Executive Director

DATE: April 25, 2017

SUBJECT: Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Edward A. Maron possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: Deborah O'Connell
Treasurer - CSEA

FROM: John G. Marks
Executive Director

DATE: April 25, 2017

SUBJECT: SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Edward A. Maron possesses special skills that qualify him to be appointed without the competitive bidding process.

4.30.17

Contract ID:cqpk17000027 Department: Parks

Capital:

SERVICE: Entertainment at OBVR

NIFS ID #:cqpk17000027 NIFS Entry Date: 01-MAY-17 Term: from 01-APR-17 to 31-DEC-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: **Christopher Eyers Yerlig**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: Christopher Yerlig
	Phone: [redacted]

Department:
Contact Name: Eileen Krieb
Address: Administration Building Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

Routing Slip

Department	**NIFS Entry: X**	**02-MAY-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**02-MAY-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**03-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**02-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**02-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**02-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**23-MAY-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	04-MAY-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2017 season
Method of Procurement: This service is specialized and unique as a miming and mechanical man entertainment.. Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.
Procurement History: These services cannot be provided by any staff currently employed by the County to perform at Old Bethpage Village Restoration
Description of General Provisions: Chris Eyers Yerlig will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2017 season Contract processing fee $160.00 is attached.
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $7,000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	pk
Resp:	gen1800
Object:	de500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 7,000.00
TOTAL	$ 7,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 7,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 7,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Christopher Eyers Yerlig

2. **Dollar amount requiring NIFA approval:** $7000

   Amount to be encumbered: $7000

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 4/1/17-12/31/17**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2017 season

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form	Y
Nassau County Committee and/or Legislature	Not Applicable

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:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 03-MAY-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CHRISTOPHER EYERS YERLIG

WHEREAS, the County has negotiated a personal services agreement with Christopher Eyers Yerlig, to provide mime entertainment, including mechanical man and roving mime performances at Old Bethpage Village Restoration, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Christopher Eyers Yerlig.

George Maragos
Comptroller

Redacted COPY

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: Christopher Eyers Yerlig

CONTRACTOR ADDRESS: [redacted]2

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X 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.

X **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.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X **Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ **Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. 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: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/2/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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

April 27, 2017

Service: Personal Services Contract for Christopher Eyers Yerlig

The above mentioned performer will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2017 season.

This service is specialized and unique as a Civil War Era Brass Band. Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

These services cannot be provided by any staff currently employed by the county.

Brian Nugent
Chief Deputy Commissioner

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: CHRISTOPHER EYERS YERLIG

Dated: 4-11-17

Signed:

Print Name: CHRISTOPHER EYERS YERLIG

Title: OWNER OPERATOR

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name CHRISTOPHER EYERS YERLIG
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) NONE
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) OWNER OPERATOR

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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, CHRISTOPHER EYERS-YERLIG, 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 11th day of April 2017

E.N. Smith
Notary Public

EDWARD SMITH NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES OCT. 12, 2023

CHRISTOPHER EYERS-YERLIG
Name of submitting business

CHRISTOPHER EYERS-YERLIG
Print name

Signature

OWNER OPERATOR
Title

04 / 11 / 2017
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 "not-applicable." No blanks.

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

Date: 4-11-17

1) Proposer's Legal Name: CHRISTOPHER EYERS YERLIG

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
[redacted]

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

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

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

_____

_____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

_____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO CONFLICT EXISTS

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. IN THE EVENT A CONFLICT ARISES THE COUNTY WOULD 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;

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

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

iv) State of incorporation (if applicable); N/a

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 26

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County N.Y.

Contact Person Lindsey McKeever

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

[redacted]

Company Lincoln County Fair, Afton Wyoming

Contact Person Del Cunningham

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

[redacted]

Company Marblehead Arts Festival

Contact Person Greg Triplette

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

Christopher Eyers Yerlig
[redacted]
(413) 695-4001
[redacted]

OBJECTIVE

Perform, teach and facilitate non-verbal theater to inspire laughter, awe, and a sense of connection, amongst people around the world.

SKILLS

- Theater (Mime, Robot, Magic, Clowning, Dance, Percussion, Didgeridoo, Prop and Mask making and repair); Teaching: Mime and Magic; Languages (4 fluent, ice-breakers in 15)

PERFORMING EXPERIENCE

I have performed over 4000 mime/clown programs in 18 countries. In the emerging world my work has often highlighted health and education programs.

- Clowns Without Borders, 2016 to present: Haiti trip coordinator, clown team performer, languages interpreter
- Port Washington Holiday Magic, Long Island NY 2014; Mime performer & artists' coordinator
- Magicians Without Borders, 2009 to present: Mime and magic shows and instruction in El Salvador, Guatemala, India
- Beach Street USA, Virginia Beach VA, 2009 to 2016: Featured act
- Nassau County Long Island Fair & Halloween Show 2000 to present: Mime acts
- Falcon Ridge Folk Festival, Hillsdale NY 1999 to present: Featured act
- Project Troubador, Salisbury CT, 1995 to present: Dominican Republic, Cameroon, Benin, Morocco, Bangladesh and Haiti--HIV/AIDS education theater for communities; Shows in schools, orphanages, hospitals & disabled centers
- Historic Hudson Valley: Washington Irving's Sunnyside, 2008 to 2013: Mime acts
- Historic Hudson Valley: Van Cortlandt Manor, 2007-2013: Mime act
- AMEX/Cirque Du Soleil, Boston 2012: VIP preshow
- All Star Circus, Bangladesh 2012: Guest artist
- Tribute Show for mime, Partha Pratim Mujumder, Dhaka, Bangladesh 2012: Guest artist
- Jeff McBride's Wonderground, Las Vegas NV, 2011: Guest artist
- Sands Expo trade show, Las Vegas NV, 2011: Mime product demonstration for Crypton Inc
- Mundo di Mucha, Curacao (Dutch Antilles), 2009: Educational mime performances at Luna Blou Theater
- Enchanted Circle Theater, Holyoke MA, 1997 to 2008: Actor in multi-cultural educational theater productions for schools (Folktales Shows: 'Japanese-', Russian-', 'African-' & 'Page to Stage'); mime and theater instruction residencies in schools
- Huis Ten Bosch Theme Park, Kyushu, Japan, 2007: Mime shows
- International Clown Festival, Shanghai, China, 2007: Mime shows
- Revels North Christmas Revels 2005-The Fool and the Flying Ship: 'The Fool'; 2003-2005 Norwich VT Solstice Pageants
- AT&T Circo Mundial, Puerto Rico 1997: Clown; Director, Clown Doctor program for hospitals and disabled centers
- Circus America Athens GA Olympics, 1996: Clown

EDUCATION/HISTORY

- New England Performers Retreat, Hats Off Performers Guild
- Fool Time Circus School, England 1987: Circus skills
- Bristol Polytechnic/University of the West of England, 1985: French and Spanish
- Laughter Yoga; Certified Leader

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, CHRISTOPHER EYERS YERLIG 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 11th day of April 2017

Ed Smith
Notary Public

EDWARD SMITH NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES OCT. 12, 2023

Name of submitting business: CHRISTOPHER EYERS YERLIG

By: CHRISTOPHER EYERS YERLIG
Print name

Signature

OWNER OPERATOR
Title

04 / 11 / 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: CHRISTOPHER EYERS YERLIG

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp SOLE PROP. 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):

CHRISTOPHER EYERS-YERLIG, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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: 4-11-17

Signed: [signature]

Print Name: CHRISTOPHER EYERS YERLIG

Title: OWNER OPERATOR

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Christopher Eyers Yerlig, having its principal address at [redacted] (the "Performer") (collectively the "Contractors").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

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

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

1. Term. This Agreement shall commence on April 1, 2017 and shall terminate on December 31, 2017, unless sonner terminated as provided herein.

2. Program. The Contractor is hereby retained by the County to provide Traditional 19th Century mime entertainment, including mechanical man and roving mime performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed seven thousand ($7,000.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Peformer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

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

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers 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 Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.

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

9. 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.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

11. Accounting Procedures; Records. The Performer 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 Performer 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be

deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the Nassau County Treasurer by the Contractor upon signing this Agreement us.

19. Miscellaneous

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

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

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

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

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

Christopher Eyers Yerlig

By: _____
Name: CHRISTOPHER EYERS YERLIG
Title: OWNER OPERATOR
Date: 04-11-2017

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 11th day of APRIL in the year 2017 before me personally came CHRISTOPHER EYERS YERLIG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of HAMPSHIRE ; that he or she is the OWNER OPERATOR of CHRISTOPHER EYERS YERLIG 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.

Ed Smith
NOTARY PUBLIC

my Commission Expires October 12, 20

EDWARD SMITH
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 12, 2023

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

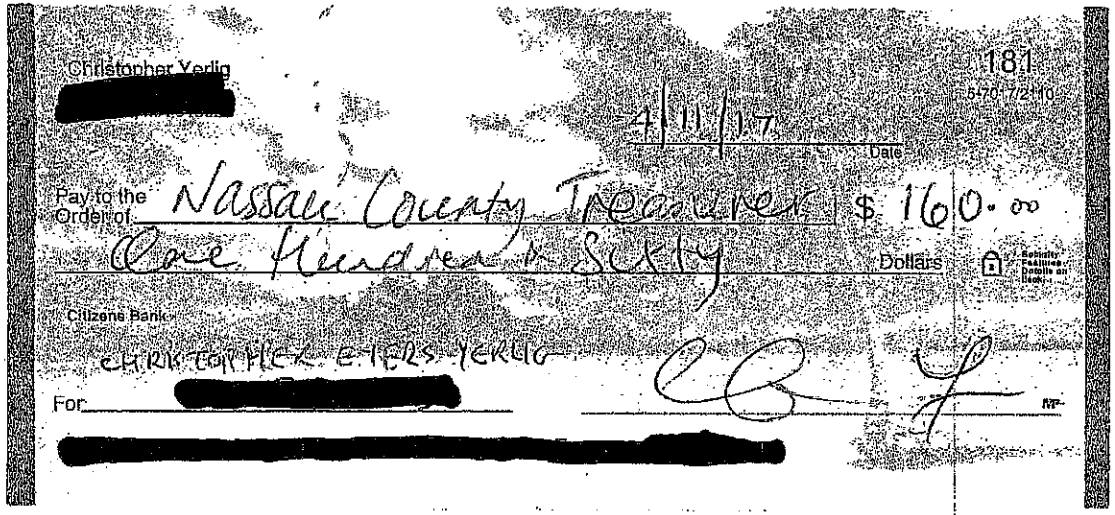
NOTARY PUBLIC

Appendix A
Christopher Yerlig

$700.00/day for 10 days
Total: $7,000.00

Dates:
September 16
September 17
September 23
September 24
October 20
October 21
October 22
October 27
October 28
October 29

In the event that any these dates are cancelled for any reason the performer can, with the approval of the Department of Parks, reschedule for a day and time that is convenient for Old Bethpage Village Restoration and the performer.


Christopher Yerdig
[redacted]

181

5470-7/2010

4/11/17
Date

Pay to the Order of Nassau County Treasurer $ 160.00

One Hundred + Sixty
Dollars

Security Features Details on Back

Citizens Bank

CHRISTOPHER YERDIG

For [redacted]

[redacted]

U.31.17

Contract ID:cqpk17000028 **Department: Parks**

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000028 NIFS Entry Date: 02-MAY-17 Term: from 01-MAY-17 to 31-DEC-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Dr. K's Motown Revue**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: Paul Korman
[redacted]	Phone: [redacted]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

FILED
NASSAU COUNTY
2017 MAY 23 AM 11:37
COUNTY CLERK

Routing Slip

Department	**NIFS Entry: X**	**03-MAY-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**09-MAY-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**09-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**10-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**10-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**23-MAY-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**19-MAY-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To provide a musical performance of the Dr. Ks Motown Revue at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 4,, 2017.
Method of Procurement: Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on August 4, 2017 at Lakeside Theatre. Total cost: $2,800.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $2,800.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	pk
Resp:	gen1800
Object:	de500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 2,800.00
TOTAL	**$ 2,800.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 2,800.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 2,800.00

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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND DR. K'S MOTOWN REVUE

WHEREAS, the County has negotiated a personal services agreement with Dr. K's Motown Revue to perform a musical performance at Lakeside Theatre, Eisenhower Park, 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 Dr. K's Motown Revue.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Dr. K's Motown Revue

2. **Dollar amount requiring NIFA approval:** $2800

   Amount to be encumbered: $2800

   This is a New

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: 5/1/17-12/31/17**
   Has work or services on this contract commenced? N

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To provide a musical performance of the Dr. Ks Motown Revue at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 4,, 2017.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form	Y
Nassau County Committee and/or Legislature	Not Applicable

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:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 18-MAY-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

Redacted copy

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: Dr. K's Motown Revue

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X 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.

X **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.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. 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: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/3/17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 1, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Dr. K's Motwon Revenue
Re: Live Musical Performance on August 4, 2017 at Lakeside Theatre, Eisenhower Park

The above contractor will provide a professional musical performance for the residents of Nassau County for the above mentioned concert. The compensation to this presenter is consistent with fees for unique artistic presentations of this kind. It was engaged directly without the assistance (or fee) of an agent, broker or producer.

Dr. K's Motown Revue has previously performed at the Lakeside Theatre for the TD Bank Celebrate America show and has appeared at the Executive and Legislative Building in Mineola. They are returning to the Lakeside Theatre due to their history of attracting a significant audience and its reasonable fee complies with the Park's Department's initiative to provide quality talent at minimum cost. This group offers a lively, audience-participatory performance, showcasing a wealth of local talent with many musicians and singers. Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's.

Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

Brian Nugent
Chief Deputy Commissioner

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.

Dated: 4/10/17

Vendor: DR KS Motors Revue

Signed: Paul Korman

Print Name: Paul Korman

Title: Owner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Paul Kalman
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Same
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 10/4/2021 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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, Paul Korman, 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 20th day of April 2017

LOIS A. MOSER
Notary Public, State of New York
Registration #01MO6162784
Qualified in Nassau County
Commission Expires March 19, 2015

Notary Public

DR KS Motorcycle Rescue
Name of submitting business

Paul Korman
Print name

Signature

Owner
Title

4 / 20 / 17
Date

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: 4/10/07

1) Proposer's Legal Name: DR KS Motown Revue

2) Address of Place of Business [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

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: _____

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 ✓ Yes ___ If Yes, provide details for each such conviction. _____

_____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

_____

_____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

_____

_____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

_____

_____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO 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 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 on behalf of Nassau County. _____

_____

NO CONFLICT EXISTS

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.

NO CONFLICTS EXIST IN THE EVENT A 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;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See attached

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company BB KING BLUES CLUB

Contact Person PETER ABRAMS

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

Company TOWN OF HEMPSTEAD PARKS & RECREATIONS

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company THE LEVITT PAVILION AT STEEL STACKS

Contact Person JULIE BENJAMIN, EXECUTIVE DIRECTOR

Address [redacted]

City/State [redacted]

Telepho[redacted]

Fax # [redacted]

E-Mail Address [redacted]

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, PAUL KORMAN, 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 20th day of April 2017

Notary Public

LOIS A. MOSER
Notary Public, State of New York
Registration #01MO6162784
Qualified in Nassau County
Commission Expires March 19, 2018

Name of submitting business: DRKS Motown

By: Paul Korman
Print name

Paul Korman
Signature

Paul Korman
Title

4/20/17
Date

A. i 10/4/2002

ii Paul Korman

iii Paul Korman

iv N.Y. State

v 1 Employee

vi $60,000.00

vii. See attached Resume

viii none

B. 15 yrs on business

C. See attached Resume

Paul Korman, aka Dr. K, in his visionary quest to create the ultimate Motown tribute band has put together an array of seasoned musicians and singers to form the Dr. K's Motown Revue Band (DKMRB). I'd like to take a moment to provide some background on the band and show you how our services can take your upcoming events to another level.

The DKMRB is a professional self contained 11 piece Motown tribute band. They take you through the Motown experience of the 60s performing hits by the Supremes, Temptations, Martha and the Vandellas and many other Motown artists. Dr. K. devotes a segment of every show to Diana Ross hits as well as the memorable duets of Marvin Gaye and Tammi Terrell. Audiences are enthralled because it is not just the songs but the memories associated with them that have left an indelible stamp on the hearts and souls of generations of Motown fans around the world.

The band includes seven musicians (rhythm, wind, keyboard and percussion sections) and four lead vocalists sporting snazzy coordinated costumes and performing snappy dance routines. The DKMRB plays various venues and repeat performances including:

- Lincoln Center for the Performing Arts
- Central Park
- United Nations
- Jones Beach Bandshell
- Mystic Seaport
- Seawanhaka Corinthian Yacht Club
- Town of Oyster Bay Parks Department
- Town of Hempstead Parks Department
- City of New Britian, CT Parks Department
- Numerous Corporate Events
- Mohegan Sun's Wolf's Den
- BB King Blues Club in NYC multiple times a year for the past 8 years
- Sellersville Theatre New Year's Eve Party for the last 6 years

Paul Korman has been leading bands for over 30 years and knows what it takes to get a good sound, stage presence and exceptional presentation from his musicians and vocalists. The DKMRB is phenomenal and will bring any audience to life.

Dr. K's reputation for service is second to none. We stand ready to work around your budget and with you in any way we can be of assistance. Please take a moment to view the attached DVD to give you an idea of just how phenomenal this band really is. Once you've reviewed our press kit and DVD I'm sure you'll be impressed and delighted.

COUNTY OF NASSAU

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

1. Name of the Entity: DR KS Motown Revive

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: X Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Paul Korman [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Paul Korman

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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: 4/10/17

Signed: Paul Korman

Print Name: Paul Korman

Title: Owner

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Dr. K's Motown Revue, having its principal office a[redacted] (the "Performer" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer 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 May 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained by the County to perform for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554; to be held on Friday, August 4, 2017, from 8:00 p.m. to 10:00 p.m., including set-up (a "Performance");

(b) The County shall supply venue stage and sound.

(c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(d) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

(e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Two Thousand Eight Hundred Dollars** ($2,800.00).

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount ($1,400.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

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

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Dr. K's Motown Revue
75 Blacksmith Road
Levittown, NY 11756

Description of Operations:

The Certificate holder, Nassau County, is included as Additional insured
for a musical performance
Date(s): August 4, 2017
Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554

Certificate Holder:

1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Performer 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 Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those

contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, since the contract is for less than five thousand dollars ($5,000.00).

20. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled. In the event that the Program is cancelled for any reason, prior to the performer arriving at the venue, then the Contractor agrees to complete the performance at a later date as agreed to by the County and Contractor.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the

Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.

e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of each of the Performances of the Program.

(f) The Performers shall make themselves available for photographs prior to their respective performances.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

21. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

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

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

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

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

DR. K'S MOTOWN REVUE

By: Paul Kerrison
Name: Paul Kerrison
Title: Deputy
Date: 4/10/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 12th day of April in the year 2017 before me personally came Paul Kormay to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

Lois A Moser
NOTARY PUBLIC

LOIS A. MOSER
Notary Public, State of New York
Registration #01MO6162784
Qualified in Nassau County
Commission Expires March 19, 2019

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRANCIS L. DEAN & ASSOCIATES, LLC 1776 S NAPERVILLE RD BLDG B STE 101 P.O. BOX 4200 WHEATON, IL 60189-5886 www.fdean.com (800) 745-2409	CONTACT NAME: PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted] E-MAIL ADDRESS: [redacted]
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Dr K's Motown Revue [redacted]	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: United States Fire Insurance — 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: USS341699 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			SRPG-101-0717	08/04/2017 12:01 AM	08/09/2017 12:01 AM	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$2,000,000.00 $2,000,000.00 $1,000,000.00 $1,000,000.00 $300,000.00 $5,000.00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTO SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
							EACH OCCURRENCE GENERAL AGGREGATE	$ $
							EACH OCCURRENCE GENERAL AGGREGATE	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Covered Activity: Performer Activities

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

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The ACORD name and logo are registered marks of ACORD

Additional Information

Clerk Item: A-17-2017, Atlantic Tactical

RECEIVED
NASSAU COUNTY, NY
2017 JUN -2 P 1:38
COUNTY CLERK'S OFFICE

Additional information is attached:

Safariland LLC's Principals, owners of the vendor…

Submitted by:

Francis X. Becker Jr., Dir. Legislative Affairs

June 2, 2017

763 Corporate Circle
New Cumberland, PA 17070
PHONE:1-717-774-3339
FAX:1-717-774-4463

June 2, 2017

Annette Sullivan
County of Nassau
Office of Purchasing
1 West Street
Mineola, NY 11501

RE: Safariland, LLC Board of Managers

Dear Ms. Sullivan,

This letter is to confirm that Atlantic Tactical, Inc. is fully owned by Safariland, LLC.

As a limited liability company, Safariland, LLC has a Board of Managers. The individuals that make up Safariland's Board of Managers are Warren B. Kanders and Scott T. O'Brien.

We look forward to a continued relationship with the County of Nassau.

Please call or email Tom Caruso if you have any questions or concerns.

Sincerely,

Thomas Caruso
ATLANTIC TACTICAL | **Contract Administrator**
763 Corporate Circle
New Cumberland, PA 17070
Office: (717) 774.3339 x1142
Toll Free: (800) 781-2677
Fax: (717) 774-4463\
Tom.Caruso@atlantictactical.com

E-132-17
ADDITIONAL
INFOMATION

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?

KPMG LLP, as a limited liability partnership, does not have "Corporate Officers." It does however have individuals with officer titles and responsibilities. With respect to these officers, KPMG LLP can confirm that our CEO, COO, and CFO made no reportable contributions. Additionally, KPMG LLP, has no reportable contributions to the covered committees.

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: KPMG LLP

Dated: June 21st, 2017

Signed:

Print Name: IAIN TESTER

Title: MANAGING DIRECTOR

2017 JUL -3 P 4:40

NASSAU COUNTY
CLERK'S OFFICE
RECEIVED

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Iain Tester

   Date of birth 09 / 10 / 70

   Home address 2113 Rivina Drive

   City/state/zip Austin, Tx, 78733

   Business address 111 Congress Avenue, Suite 1900

   City/state/zip Austin, Texas 78701

   Telephone (512) 501 5328

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other) Managing Director; October 1, 2014

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☐ NO ☑ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☑ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES [ ] NO [✓]
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [✓] If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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? YES [ ] NO [✓] If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES [ ] NO [✓] If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES [ ] NO [✓] 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? YES [ ] NO [✓] 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?
YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☐ NO ☑ 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? YES ☑ NO ☐ If Yes; provide details for each such instance. Please refer to attachment A

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? YES ☐ NO ☑ 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, Iain Tester, 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 31st day of May 2017

Kimberly C. Perry-Klotz
Notary Public

KIMBERLY C. PERRY-KLOTZ
Notary Public, State of Texas
My Commission Expires
January 19, 2019

KPMG LLP
Name of submitting business

IAIN TESTER
Print name

Signature

MANAGING DIRECTOR
Title

05/31/2017
Date

Nassau County
May 25, 2017

Principal Questionnaire Form

Attachment A

Response to Q11

Like other professional services firms, over time, KPMG has been the subject of disciplinary proceedings brought by, or sanctions imposed by, regulatory or law enforcement agencies, including the Department of Justice, SEC and/or State Boards of Accountancy. For example, in the last 5 years, KPMG has entered into settlement agreements or consent orders with certain state boards of accountancy in connection with the August 2005 deferred prosecution agreement (DPA) with the U.S. Attorney's Office for the Southern District of New York which resolved the investigation by the Department of Justice into tax shelters developed and sold by KPMG from 1996 to 2002 and related activities, and a parallel investigation by the IRS. In the DPA, the Department of Justice concluded that KPMG was a responsible contractor, and KPMG continues to provide services to the federal government. Some of these tax shelter settlements with state boards of accountancy placed the firm's CPA license on probation, and some required the firm to pay a civil monetary penalty to the state board. All of the probationary periods have ended and all civil monetary penalties have been paid.

In January 2014, KPMG entered into a settlement with the SEC in which the firm was censured, disgorged certain fees and paid a civil monetary penalty to the SEC in connection with alleged violations of SEC regulations governing auditor independence with respect to three public company audit clients between 2007 and 2011.

On December 6, 2016, KPMG settled a matter with the United States Securities and Exchange Commission, which related to KPMG's inadvertent loss (in 2009) of certain papers from an audit work paper binder, while the binder was checked out for routine use in a subsequent audit of the client. The SEC settlement included an order directing KPMG to cease and desist from committing any future violations of the SEC's audit work paper retention rules in Rule 2-06 of SEC Regulation S-X, and a civil monetary penalty. In the settlement the SEC acknowledged that since 2010 KPMG has enhanced its policies and procedures governing the retention of audit work papers, which now include retention of electronic work papers in a central filing system.

KPMG's rights to practice have not been limited and we do not believe that these matters materially affect our operations or our ability to perform services for you.

***

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire. *See Note 1 Below*

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 EDWARD N. LEE

   Date of birth 01 / 12 / 1973

   Home address 1 LAURA DRIVE

   City/state/zip CENTEREACH, NY 11720

   Business address 1305 WALT WHITMAN ROAD, SUITE 200

   City/state/zip MELVILLE, NY 11747

   Telephone 631 425 6053

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner 10/01/2007

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. I am an equity partner with less than 1% interest.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

Note 1: KPMG LLP is a limited liability partnership which does not have any officers or individuals who own/hold more than 10% ownership interest. As such, this form is being completed from the perspective of the individual, Edward N. Lee.

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? YES ___ NO x
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO x If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x 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? YES ___ NO x 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? YES ____ NO x 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? YES ___ NO x If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ___ NO x 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?
YES ___ NO _x_ 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? YES ____ NO _x_ 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? YES ____ NO _x_ 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? YES ____ NO _x_ 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? YES _X_ NO __ If Yes; provide details for each such instance. ***See Attachment A - Response to Q11***

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? YES ____ NO _x_ If Yes, provide details for each such year.

CERTIFICATION

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I, EDWARD N. LEE, 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 31 day of May 2017

LESLIE JO VALENTINE
Notary Public - State of New York
No. 01VA6202425
Qualified In Suffolk County
My Commission Expires 03/16/2021

Leslie Jo Valentine
Notary Public

KPMG LLP
Name of submitting business

EDWARD N. LEE
Print name

Edward N. Lee
Signature

PARTNER
Title

05 / 31 / 2017
Date

Nassau County
May 25, 2017

Principal Questionnaire Form

Attachment A

Response to Q11

Like other professional services firms, over time, KPMG has been the subject of disciplinary proceedings brought by, or sanctions imposed by, regulatory or law enforcement agencies, including the Department of Justice, SEC and/or State Boards of Accountancy. For example, in the last 5 years, KPMG has entered into settlement agreements or consent orders with certain state boards of accountancy in connection with the August 2005 deferred prosecution agreement (DPA) with the U.S. Attorney's Office for the Southern District of New York which resolved the investigation by the Department of Justice into tax shelters developed and sold by KPMG from 1996 to 2002 and related activities, and a parallel investigation by the IRS. In the DPA, the Department of Justice concluded that KPMG was a responsible contractor, and KPMG continues to provide services to the federal government. Some of these tax shelter settlements with state boards of accountancy placed the firm's CPA license on probation, and some required the firm to pay a civil monetary penalty to the state board. All of the probationary periods have ended and all civil monetary penalties have been paid.

In January 2014, KPMG entered into a settlement with the SEC in which the firm was censured, disgorged certain fees and paid a civil monetary penalty to the SEC in connection with alleged violations of SEC regulations governing auditor independence with respect to three public company audit clients between 2007 and 2011.

On December 6, 2016, KPMG settled a matter with the United States Securities and Exchange Commission, which related to KPMG's inadvertent loss (in 2009) of certain papers from an audit work paper binder, while the binder was checked out for routine use in a subsequent audit of the client. The SEC settlement included an order directing KPMG to cease and desist from committing any future violations of the SEC's audit work paper retention rules in Rule 2-06 of SEC Regulation S-X, and a civil monetary penalty. In the settlement the SEC acknowledged that since 2010 KPMG has enhanced its policies and procedures governing the retention of audit work papers, which now include retention of electronic work papers in a central filing system.

KPMG's rights to practice have not been limited and we do not believe that these matters materially affect our operations or our ability to perform services for you.

***

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG LLP

Address: 111 Congress Avenue, Suite 1900

City, State and Zip Code: Austin, Texas, 78701

2. Entity's Vendor Identification Number: 13-15565207

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp X (LLP) ____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):

KPMG is a nationwide firm with over 2,100 partners and principals and thus including a list of all such partners and principals would be unduly burdensome. The following is a list of the partners and principals who will be working on this project: Tim Wilschetz; Ed Lee. In the attachment to this form we provide KPMG's current management committee, which is comprised of KPMG principals and partners.

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.

Please see response to question #4. KPMG is a nationwide firm with over 2,100 partners and principals and thus including a list of all such partners and principals would be unduly burdensome. There are no officers nor individuals that hold a ten percent (10%) or greater ownership in the proposer.

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.

KPMG LLP holds ownership interest in other entities, but, except as noted below, no affiliates will be involved in performing services to the County.

KPMG Corporate Finance, KPMG Global Services and KPMG Global Delivery Center

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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):

Ed Lee, Partner, 1305 Walt Whitman Road, Suite 200, Melvile, NY 1174, (631) 425-6053
Anthony Dalessio, Partner, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747 (631) 425-6600.
Timothy Wilschetz, Principal, 111 Congress Avenue, Suite 1900, Austin, Texas 78701 (512) 501-5345

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

The government contacts included the formal RFP process and communications related to the approval of Phase 2 of the project.

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

Mr. Lee, Mr. Wilschetz and Mr. Dalessio are all currently registered New York State lobbyists for KPMG LLP . Mr. Wilschetz is in the process of registering as a Nassau County lobbyist for KPMG LLP.

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: MAY 31ST, 2017 Signed: _____

Print Name: IAIN TESTER

Title: MANAGING DIRECTOR

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.

Nassau County
May 25, 2017

Attachment:

Please see below for a list of KPMG LLP's management committee as of April 2017.

Title	Name
Chairman & CEO	Lynne M. Doughtie
Deputy Chairman & COO	P. Scott Ozanus
Vice Chair, Operations	Laura M. Newinski
Vice Chair, Legal, Risk and Regulatory	Sven Erik Holmes
Vice Chair, Human Resources and Communications	Darren H. Burton
Vice Chair, Audit	Frank Casal
Vice Chair, Advisory	Carl S. Carande
Vice Chair, Tax	Jeffrey C. LeSage
Vice Chair, Innovation & Enterprise Solutions	Michael J. Nolan
Vice Chair, Market Development	Robert F. Arning

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

JUNE 5, 2017 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe, Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
88-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 88-17(OMB)
111-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 111-17(OMB)
138-17	**DA**	**PL, F, R**	**RESOLUTION NO. -2017** A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT, AND 114 OCR TT, LLC, AS LANDLORD, OF PROPERTY OWNED BY 114 OCR TT, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 138-17(DA)
177-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 177-17(OMB)
209-17	**NCC**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR NASSAU COMMUNITY COLLEGE FOR THE FISCAL YEAR COMMENCING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2018, AND TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONIES TO BE RAISED BY TAXATION WITHIN THE COUNTY OF NASSAU FOR THE PURPOSES OF NASSAU COMMUNITY COLLEGE FOR SUCH FISCAL YEAR, PURSUANT TO THE PROVISIONS OF THE EDUCATION LAW, THE COUNTY LAW, THE GENERAL MUNICIPAL LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 209-17(NCC)
210-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 210-17(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
212-17	**LE**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2017 THROUGH MARCH 31, 2017; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 212-17(LE)
213-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 213-17(OMB)
214-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 214-17(OMB)
221-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES, AND EXTEND LOCAL GOVERNMENT ASSISTANCE PROGRAMS IN NASSAU COUNTY. 221-17(OMB)
222-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE HOTEL AND MOTEL TAXES. 222-17(OMB)
223-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 223-17(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
224-17	**PW**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO AMEND ORDINANCE No. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 224-17(PW)
225-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 225-17(PW)
226-17	**AT**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 226-17(AT)
230-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 230-17(OMB)
231-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 231-17(OMB)
232-17	**OMB**	**PW, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 232-17(OMB)
233-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 233-17(OMB)
234-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 234-17(OMB)
235-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 235-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
			THE FOLLOWING ITEMS MAY BE UNTABLED
148-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 148-17(PW)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
213-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 213-17 (OMB)
214-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 214-17 (OMB)
230-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 230-17 (OMB)
231-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 231-17 (OMB)
233-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 233-17(OMB)
234-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 234-17(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
138-17	**DA**	**PL, F, R**	**RESOLUTION NO. -2017** A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT, AND 114 OCR TT, LLC, AS LANDLORD, OF PROPERTY OWNED BY 114 OCR TT, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 138-17(DA)

PLANNING

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
138-17	**DA**	**PL, F, R**	**RESOLUTION NO. -2017** A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT, AND 114 OCR TT, LLC, AS LANDLORD, OF PROPERTY OWNED BY 114 OCR TT, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 138-17(DA)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
111-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 111-17(OMB)
235-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 235-17(OMB)

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
232-17	**OMB**	**PW, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 232-17(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 5, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
88-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 88-17(OMB)
111-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 111-17(OMB)
138-17	**DA**	**PL, F, R**	**RESOLUTION NO. -2017** A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT, AND 114 OCR TT, LLC, AS LANDLORD, OF PROPERTY OWNED BY 114 OCR TT, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 138-17(DA)
177-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 177-17(OMB)
209-17	**NCC**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR NASSAU COMMUNITY COLLEGE FOR THE FISCAL YEAR COMMENCING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2018, AND TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONIES TO BE RAISED BY TAXATION WITHIN THE COUNTY OF NASSAU FOR THE PURPOSES OF NASSAU COMMUNITY COLLEGE FOR SUCH FISCAL YEAR, PURSUANT TO THE PROVISIONS OF THE EDUCATION LAW, THE COUNTY LAW, THE GENERAL MUNICIPAL LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 209-17(NCC)

Clerk Item No.	Proposed By	Assigned To	Summary
210-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 210-17(PW)
212-17	**LE**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2017 THROUGH MARCH 31, 2017; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 212-17(LE)
213-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 213-17(OMB)
214-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 214-17(OMB)
217-17	**CE**	**R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 217-17(CE)

Clerk Item No.	Proposed By	Assigned To	Summary
218-17	**CE**	**R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR AMBULANCE MEDICAL TECHNICIAN SUPERVISORS, AMBULANCE MEDICAL TECHNICIAN COORDINATORS AND AMBULANCE MEDICAL TECHNICIANS. 218-17(CE)
219-17	**DA**	**R**	**ORDINANCE NO. -2017** AN ORDINANCE TO AMEND ORDINANCE 543-1995, AS AMENDED, TO AUTHORIZE ADDITIONAL PAY FOR CERTAIN ASSISTANT DISTRICT ATTORNEYS. 219-17 (DA)
220-17	**CE**	**R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING ACCIDENTAL DISABILITY BENEFITS FOR CHIEF FIRE MARSHALS, ASSISTANT CHIEF FIRE MARSHALS, DIVISION SUPERVISING FIRE MARSHALS, SUPERVISING FIRE MARSHALS, FIRE MARSHALS AND FIRE MARSHAL TRAINEES. 220-17(CE)
221-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES, AND EXTEND LOCAL GOVERNMENT ASSISTANCE PROGRAMS IN NASSAU COUNTY. 221-17(OMB)
222-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE HOTEL AND MOTEL TAXES. 222-17(OMB)
223-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 223-17(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
224-17	**PW**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO AMEND ORDINANCE No. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 224-17(PW)
225-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 225-17(PW)
226-17	**AT**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 226-17(AT)
227-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROVIDING MONITORING OF THE PIPING PLOVERS AT NICKERSON BEACH. 227-17(PK)
228-17	**LE**	**R**	**RESOLUTION NO. -2017** A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO REQUIRE THE JUST AND PROPER PAYMENT OF TAXES AFTER THE TERMINATION OF INDUSTRIAL DEVELOPMENT AGENCY AGREEMENT. 228-17(LE)
230-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 230-17(OMB)
231-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 231-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
232-17	**OMB**	**PW, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 232-17(OMB)
233-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 233-17(OMB)
234-17	**OMB**	**H, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 234-17(OMB)
235-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 235-17(OMB)
236-17	**LE**	**R**	**PROPOSED LOCAL LAW NO. -2017** A LOCAL LAW TO AMEND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY REGARDING THE DISPOSITION AND STORAGE OF PERSONAL PROPERTY OF ONE WHO IS EVICTED PURSUANT TO A WARRANT OF EVICTION BY THE SHERIFF OF NASSAU COUNTY. 236-17(LE)
A-17-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE ACADEMY AND ATLANTIC TACTICAL, INC. A-17-17
A-27-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND ELM TRANSIT MIX CORP. A-27-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-37-17	**AT**	**R**	**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 ATTORNEY'S OFFICE, AND ORRICK, HERRINGTON & SUTCLIFFE LLP. E-37-17
E-94-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND BRIAN ROSENBERG NEW YORK INC. E-94-17
E-130-17	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS, P.C. E-130-17
E-132-17	**OMB**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005. E-132-17
E-136-17	**CO**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY COMPTROLLER AND ALBRECHT, VIGGIANO, ZUREK & COMPANY P.C. E-136-17
E-137-17	**CO**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER AND RSM US, LLP. E-137-17

Clerk Item No.	Proposed By	Assigned To	Summary
U-27-17	**TV**	**R**	**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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND EDWARD A. MARON. U-27-17
U-30-17	**PK**	**R**	**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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CHRISTOPHER EYERS YERLIG. U-30-17
U-31-17	**PK**	**R**	**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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND DR. K'S MOTOWN REVUE. U-31-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
U-13-17	**HI**	**R**	**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 OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ. U-13-17

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

JUNE 5, 2017 1:00 PM

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

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME