NASSAU COUNTY LEGISLATURE
MEETING OF THE RULES COMMITTEE
MONDAY, JANUARY 25, 2016 AT 1:00 P.M.

1. Contracts And Amendments

Documents: E-6-16 WEB.PDF, E-7-16 WEB.PDF, E-8-16 WEB.PDF, E-9-16 WEB.PDF, E-11-16 WEB.PDF, E-16-16 WEB.PDF, E-17-16 WEB.PDF, E-18-16 WEB.PDF, E-19-16 WEB.PDF, E-20-16 WEB.PDF, E-21-16 WEB.PDF, E-22-16 WEB.PDF, E-23-16 WEB.PDF, E-24-16 AMENDMENT WEB.PDF, E-25-16 AMENDMENT WEB.PDF, E-26-16 WEB.PDF, E-27-16 WEB.PDF, E-28-16 WEB.PDF

1.I. Contracts

Documents: E-12-16 WEB.PDF, E-14-16 WEB.PDF, E-15-16 WEB.PDF, B-2-16 WEB.PDF, E-10-16 WEB.PDF

Public Notice

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTEE

ON

MONDAY, JANUARY 25, 2016 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER

THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING

1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

Willam J. Muller III
Clerk of the Legislature
Nassau County, New York

DATED: January 15, 2016

Mineola, NY

As per the Nassau County Fire Marshall's Office, the 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.

R7

Contract ID#: CQHE08000078-09

Department: Health

E-6-16

SERVICE: Clinic Services

RUSH!

Contract Details

NIFS ID #: CLHE15000015 -01 NIFS Entry Date: 12/18/15 Term: from: 4/1/15 to 12/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☒
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **Nassau Healthcare Corporation**	Vendor ID# **113-465-690-01**
Address **2201 Hempstead Turnpike, East Meadow, NY 11554**	Contact Person **Victor F. Politi, MD**
	Phone **516-572-6711**

County Department
Department Contact **Toni Mason**
Address **Nassau County Dept. of Health 60 Charles Lindbergh Blvd Uniondale, NY**
Phone **(516) 227-8612**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
12/18/15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered* ☐	12/18/15	Mason	
	OMB	*NIFS Approval (Contractor Registered)* ☐	12/29/15		Yes ☐ No ☐ Not required if blanket resolution
12/23/15	County Attorney	*CA RE & Insurance Verification* ☑	12/23/15		
12/29/15	County Attorney	*CA Approval as to form* ☑	12/29/15		Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐		2016 JAN -8 A 11:51	
1/8/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (1/06)

Contract ID#: **CQHE08000078-09**

Department: **Health**

Contract Summary

Description:
Add $3,750,000 to the $1,250,000 in CLHE15000003 extension to the NHCC Successor Agreement dated 11/1/07 due to expire 12/31/14 and extended now to 12/31/15.

Purpose:
The Public Health Services Contract continues the County's current payments to NHCC for public health services at a cost of $5M annually

Method of Procurement:
Designated preferred vendor.

Procurement History:
In 2004 the County and NHCC entered into a Stabilization Agreement amending the 1999 Acquisition Agreement between the parties. The November 1, 2007 contract terminates on December 31, 2014. A three month extension was executed Novemeber 24, 2015 and now a nine month extension is required.

Description of General Provisions:
Paragraph 4(a)(1) five million dollars ($5,000,000) per year, payable in quarterly installments, for Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities. $1,250,000 in the three month extension and now $3,750,000 in amendment #2.

Impact on Funding / Price Analysis:
The County included sufficient funds for these payments in the 2015 adopted budget.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	HE
Resp:	RC4500
Object:	DG906
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$2,400,000
Federal	$
State	$ 1,350,000
Capital	$
Other	$
TOTAL	$ 3,750,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEGEN4500	$ 3,750,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$3,750,000

APPROVED: J. Ignatio 12/23/15

INSURANCE

Document Prepared By: Toni Mason

Date: 12/18/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	(For Office Use Only)
		E #:

PR5254 (1/06)

E-6-15

RULES RESOLUTION NO. 7 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU HEALTH CARE CORPORATION

Passed by the Rules Committee
Nassau County Legislature
The Rules Vote on 1-25-16
VOTING:
ayes 6 nayes 1 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau Health Care Corporation extending the term and extending payment, respecting the operation of health care facilities, a copy said amendment 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 the agreement with Nassau Health Care Corporation.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Nassau Health Care Corporation

2. Dollar amount requiring NIFA approval: $ 3,750,000.00

Amount to be encumbered: $ 3,750,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 4/1/2015-12/31/2015

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: On going clinic services to residents of Nassau County

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % 36
County % 64

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The contractor will provide Public Health Services including dental health education for children under age 21; primary and preventative health care for the uninsured; lead poisoning screening; prenatal care; family planning STD evaluation testing and treatment; immunization education and vaccine administration; chronic disease clinical evaluation, patient education' testing & treatment; HIV counseling' testing treatment and referral' TB clinical evaluation education testing & treatment.

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:

n/a

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

see attached

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Miller 12/22/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

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.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 2:39 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 12 2015 DEC 2015
INDEX : HEGEN4500 INFECTIOUS DISEASE CONTROL
ORGANIZATION :
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BF	RENTS & RE			7,204	7,204
	BH	DEPT REVEN	2,000	2,000		-2,000
	SA	STATE AID	1,216,000	1,216,000	290,609	-925,391
		REV TOTAL	1,218,000	1,218,000	297,813	-920,187
	AA	SALARIES,	348,325	393,325	317,759	75,566
	DD	GENERAL EX	112,500	112,500	29,344	83,156
	DG	VAR DIRECT	5,000,000	5,000,000	1,250,000	3,750,000

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G010 - PRIOR PAGE DISPLAYED

FAML6040 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: DOCUMENT SUMMARY BY VENDOR 11:23 AM
ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW99041913 18	CCGEN1320	DE524	962		3487782.31	1012217.69
	CQSS14000066 01	SSGEN2400	DE500	962		2105946.00	.00
	CFPW99000158 01	PWCAPCAP	00006	962		2000000.00	.00
	CFPW99000158 02	PWCAPCAP	00006	962		14500000.00	.00
	CFPW99000158 03	PWCAPCAP	00006	962		700000.00	.00
	CFPW99000158 04	PWCAPCAP	00006	962		5300000.00	.00
	CQBH09000088 01	BHGRT8B00FED	DE511	962		378920.96	1078.04
	CQBH09000088 02	BHGRT8R00NYS	DE511	962		.00	.00
	CQBH09000088 03	BHGRT8B00FED	DE511	962		305389.30	396610.70
	CQBH09000088 04	BHGRT8B00FED	DE511	962		522282.00	.00
	CQBH09000088 05	BHGRT8B00FED	DE511	962		473049.00	.00
	CQBH09000088 06	BHGRT8B00FED	DE511	962		185000.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G014 - RECORD FOUND

FAML6040 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: DOCUMENT SUMMARY BY VENDOR 11:24 AM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQBH09000088 07	BHGRT8B00FED	DE511	962		35000.00	1000.00
	CQBH11000090 01	HSGEN1501	DE511	962		818357.00	.00
	CQBH11000090 02	HSGEN1501	DE511	962		818357.00	.00
	CQBU08000002 01	MIGEN9100	HC80B	962		9000000.00	.00
	CQBU08000002 02	MIGEN9100	HC80B	962		4000000.00	.00
	CQBU08000002 04	MIGEN9100	HC80B	962		13000000.00	.00
	CQBU08000002 05	MIGEN9100	HC80B	962		13000000.00	.00
	CQBU08000002 06	BUGEN1720	HC80B	962		13000000.00	.00
	CQBU08000002 07	BUGEN1720	HC80B	962		13000000.00	.00
	CQBU08000002 08	BUGEN1720	HC80B	962		13000000.00	.00
	CQBU08000003 01	MIGEN9100	HC80G	962		29415011.00	.00
	CQBU08000003 02	MIGRTMCY8OTH	HC80G	962		47811571.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQBU08000004 01	MIGEN9100	HC80G	962		4000000.00	.00
	CQBU08000004 02	MIGRTMCY8OTH	HC80G	962		13900000.00	.00
	CQBU12000001 01	BUGEN1500	DE500	962		-6978.87	.02
	CQBU12000001 02	HEGEN2100	DE500	962		43046.10	19153.90
	CQBU12000001 03	PDPDH1137	DE500	962		213388.13	21611.87
	CQBU12000001 04	FCFCF1100	DE524	962		137226.00	72774.00
	CQBU12000001 05	PBGEN1300	DE500	962		6475.46	8524.54
	CQBU12000001 06	PBGEN1400	DE500	962		606.00	4394.00
	CQBU12000001 07	PWGEN1050	DE524	962		19281.00	5719.00
	CQBU12000001 08	PWSSW6110	DE524	962		2375.00	47625.00
	CQCW00000799 01	PKCPF1100	DE500	962		80.00	.00
	CQCW00000799 02	PKCPF1100	DE500	962		372.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW00000799 03	PKCPF1100	DE500	962		230.00	.00
	CQCW00000799 04	PKCPF1100	DE500	962		184.00	.00
	CQCW00000799 05	PKCPF1100	DE500	962		484.00	.00
	CQCW00000799 06	PKCPF1100	DE500	962		183.00	.00
	CQCW00000799 07	PKCPF1100	DE500	962		.00	.00
	CQCW00000799 08	PKGEN1100	DE500	962		.00	.00
	CQCW00000799 09	PKGEN1100	DE500	962		1135.44	.00
	CQCW00000799 10	PKGEN1100	DE500	962		.00	.00
	CQCW00000799 11	PKGEN1100	DE500	962		2063.41	.00
	CQCW00000845 01	HEGRTP292FED	DE500	962		.00	.00
	CQCW01001663 01	HEGRT3B00FED	DE500	962		106900.00	.00
	CQCW01001663 02	HEGRT3B98FED	DE500	962		10000.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW03000927 01	MEGEN1100	DE509	962		1126334.08	.00
	CQCW03000927 02	REGEN1000	94994	962		554882.91	.00
	CQCW03000927 03	REGEN1000	94994	962		863093.58	.00
	CQCW03000927 04	REGEN1000	94994	962		890172.03	.00
	CQCW03000927 05	REGEN1000	94994	962		923825.28	.00
	CQCW03000927 06	REGEN1000	94994	962		924665.40	.00
	CQCW03000927 07	REGEN1000	94994	962		934891.89	.00
	CQCW03000927 08	REGEN1000	94994	962		958010.28	.00
	CQCW03000927 09	REGEN1000	94994	962		2741.40	.00
	CQCW03000927 10	PWGEN1100	94994	962		974079.99	.00
	CQCW03000927 11	PWGEN1100	94994	962		993402.54	16040.88
	CQCW03000976 01	DRGEN4050	DE500	962		240625.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS

G012 - NEXT PAGE DISPLAYED

ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW03000976 02	DRGEN4060	DE500	962		275000.00	.00
	CQCW03000976 03	DRGEN4070	DE500	962		275000.00	.00
	CQCW03000976 04	DRGEN4110	DE500	962		240625.00	.00
	CQCW03000976 05	DRGEN4180	DE500	962		36582.12	.00
	CQCW03000976 06	DRGRTY999NYS	DE500	962		19467.00	.00
	CQCW03000976 07	DRGRTY999NYS	DE500	962		76188.00	.00
	CQCW03000976 08	DRGRTY999NYS	DE500	962		78493.00	.00
	CQCW03000976 09	DRGRTY999NYS	DE500	962		80560.00	.00
	CQCW03000976 10	DRGRTY999NYS	DE500	962		21902.00	.00
	CQCW03000976 11	DRGRTY999NYS	DE500	962		44291.00	.00
	CQCW03000976 12	DRGRTY999NYS	DE500	962		22552.00	.00
	CQCW03000976 13	DRGEN4050	DE500	962		315474.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW99041913 01	CCGEN1320	DE500	962		4151417.77	.00
	CQCW99041913 02	CCGEN1320	DE500	962		16000000.00	.00
	CQCW99041913 03	CCGEN1320	DE500	962		18500000.00	.00
	CQCW99041913 04	CCGEN1320	DE524	962		27019417.87	.00
	CQCW99041913 05	CCGEN1320	DE524	962		17970432.12	.00
	CQCW99041913 06	CCGEN1320	DE524	962		23249966.48	.00
	CQCW99041913 07	CCGEN1320	DE524	962		19498314.62	.00
	CQCW99041913 08	CCGEN1320	DE524	962		28407967.61	.00
	CQCW99041913 11	CCGEN1320	DE524	962		20870194.94	.00
	CQCW99041913 12	CCGEN1320	DE524	962		24287455.14	.00
	CQCW99041913 13	CCGEN1320	DE524	962		24014600.07	.00
	CQCW99041913 14	CCGEN1320	DE524	962		25017866.82	237427.65

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS

G012 - NEXT PAGE DISPLAYED

ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQCW99041913 15	CCGEN1320	DE524	962		15645035.82	2628.50
	CQCW99041913 16	CCGEN1320	DE524	962		5962881.32	37118.68
	CQCW99041913 17	CCGEN1320	DE524	962		4716838.97	1283161.03
	CQDR05000038 01	DRGRTY999NYS	DE511	962		400570.32	.00
	CQDR05000038 02	DRGRTY999NYS	DE511	962		393548.98	.00
	CQFC07000007 01	FCFCF1100	DE524	962		59619.69	.00
	CQFC07000007 02	FCFCF1100	DE524	962		50475.42	.00
	CQFC07000007 03	FCFCF1100	DE524	962		58213.91	9061.09
	CQFC07000007 04	FCFCF1100	DE524	962		62468.00	.00
	CQFC11000003 01	FCFCF1100	DE524	962		58629.10	370.90
	CQHE08000078 01	HEGEN5000	DE500	962		5000000.00	.00
	CQHE08000078 02	HEGEN5000	DE500	962		5000000.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

FAML6040 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: DOCUMENT SUMMARY BY VENDOR 11:32 AM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT		INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQHE08000078	03	HEGEN5000	DG906	962		5000000.00	.00
	CQHE08000078	04	HEGEN5000	DG906	962		5000000.00	.00
	CQHE08000078	05	HEGEN4500	DG906	962		5000000.00	.00
	CQHE09000041	01	HEGRTBTY2FED	DE500	962		.00	.00
	CQHE10000313	01	HEGRTW100NYS	DE500	962		72475.72	.00
	CQHE10000313	02	HEGRTW100NYS	DE500	962		50779.97	.00
	CQHE10000313	03	HEGRTW100NYS	DE500	962		57009.23	.00
	CQHE10000313	04	HEGRTW100NYS	DE500	962		90055.68	.00
	CQHS13000154	01	HSGEN1501	DE511	962		818357.00	.00
	CQHS13000154	02	HSGEN1501	DE511	962		.00	750000.00
	CQHS13000154	03	HSGEN1502	DE511	962		.00	68357.00
	CQPB12000004	01	PBGEN1400	DE500	962		30211.33	73788.67

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQPW11000014 01	PWGEN1050	DE524	962		10940.00	14060.00
	CQPW11000014 02	PWSSW6110	DE524	962		.00	95000.00
	CQRE06000005 01	REGEN1000	94994	962		349692.88	.00
	CQRE06000005 02	REGEN1000	94994	962		496576.37	.00
	CQRE06000005 03	REGEN1000	94994	962		455774.15	.00
	CQRE06000005 04	REGEN1000	94994	962		464587.60	.00
	CQRE06000005 05	REGEN1000	94994	962		474369.88	.00
	CQRE06000005 06	REGEN1000	94994	962		287304.20	.00
	CQRE06000005 07	REGEN1000	94994	962		195438.72	.00
	CQRE06000005 08	PWGEN1100	94994	962		200091.32	.00
	CQRE06000005 09	PWGEN1100	94994	962		204064.32	.00
	CQRE06000006 01	REGEN1000	94994	962		277794.48	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQRE06000006 02	REGEN1000	94994	962		424240.76	.00
	CQRE06000006 03	REGEN1000	94994	962		438440.08	.00
	CQRE06000006 04	REGEN1000	94994	962		448198.20	.00
	CQRE06000006 05	REGEN1000	94994	962		457635.36	.00
	CQRE06000006 06	REGEN1000	94994	962		102332.51	.00
	CQRE06000006 07	REGEN1000	94994	962		.00	.00
	CQSS10000034 01	SSGEN5100	DE500	962		2957.64	.00
	CQSS10000096 01	SSGEN2100	DE500	962		212184.32	.00
	CQSS11000023 01	SSGEN5100	DE500	962		2008.00	.00
	CQSS11000025 01	SSGEN2400	DE500	962		3649999.99	.01
	CQSS11000025 02	SSGEN2400	DE500	962		2349999.99	.01
	CQSS11000025 03	SSGEN2400	DE500	962		2349999.96	.04

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

FAML6040 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: DOCUMENT SUMMARY BY VENDOR 11:33 AM
ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQSS11000026 01	SSGEN2100	DE500	962		237719.80	.00
	POME03000286 01	MEGRTFGY3NYS	CC297	962		363.00	.00
	POME11000177 01	MEGEN1300	DD405	962		134.44	524.44
	POME12000406 01	MEGEN1200	DD405	962		1750.00	250.00
	POME14000010 01	MEGEN1200	DD406	962		8000.00	.00
	POME14000407 01	MEGEN1350	DD406	962		1978.07	2821.93
	CQBU12000001 09	PBGEN1300	DE500	962		2336.82	2663.18
	CQBU12000001 10	PBGEN1400	DE500	962		955.41	1044.59
	CQBU12000001 11	PBGEN1300	DE500	962		.00	5000.00
	CQBU12000001 12	PBGEN1400	DE500	962		920.00	3080.00
	CQCW99041913 19	CCGEN1320	DE524	962		1274616.34	2905383.66
	CQCW03000927 12	PWGEN1100	94994	962		754074.90	251358.30

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

FAML6040 V4.2 NIFS PRODUCTION SYSTEM 12/23/2015
LINK TO: DOCUMENT SUMMARY BY VENDOR 11:33 AM
ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015
VENDOR : 113465690 01 NASSAU HEALTH CARE CORPORATION
G/L ACCOUNT : 962 ENCUMBRANCES
SUBSIDIARY :

S	DOCUMENT	INDEX	SUBOBJ	G/L	SUBSID	PAY/RCPT	BALANCE
	CQRE06000005 10	PWGEN1100	94994	962		1112674.80	.00
	CQRE06000005 11	PWGEN1100	94994	962		.00	205326.96
	CQCW00000799 12	PKGEN1100	DE500	962		2715.41	284.59
	CQRE06000005 12	PWGEN1100	94994	962		104673.48	213533.90
	POME15000278 01	MEGEN1200	DD406	962		2973.54	3892.46
	CQHE08000078 08	HEGEN4500	DG906	962		.00	1250000.00
	CQHE10000313 05	HEGRTW100NYS	DE500	962		.00	131040.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK F10-TOTALS
G012 - NEXT PAGE DISPLAYED

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: **Nassau Health Care Corporation**

CONTRACTOR ADDRESS: **2201 Hempstead Turnpike, East Meadow, NY 11554**

FEDERAL TAX ID #: **11-3465690-01**

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 _____(newspaper advertisement, posting on website, mailing, etc.), _____(#) of potential proposers requested copies of the RFP. Proposals were due on _____(dae). _____(#) proposals were receive and evaluated. The evaluation committee consisted of _____ : _____(list members). The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on __8/5/08 . 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 the 1999 Acquisition Agreement. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Toni Mason

Department Head Signature

December 18, 2015

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

EDWARD P. MANGANO
COUNTY EXECUTIVE

LAWRENCE E. EISENSTEIN, M.D., F.A.C.P.
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF HEALTH
106 CHARLES LINDBERGH BLVD.
UNIONDALE, NY 11553

Contractor Evaluation Form

Contract Number: CQHE08000078-09 CQHE08000078-08

Contract Name: Nassau Health Care Corporation.....

Service Provided: Clinic Services.....

Evaluation Period: From: 1/1/14 To: 12/31/14

Evaluator's Name, Title, Phone #: Carolyn McCummings, MPH- Division Director

Date:12/22/15.....Carolyn McCummings - Division Director

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

PERFORMANCE EVALUATION FACTORS	Unsatis-factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				X	
b. Timeliness of Service			X		
c. Cost Effectiveness			X		
d. Responsiveness to NCDOH Requests			X		
e. Number of Complaints			X		
f. Problem Resolution			X		
Overall Performance Evaluation			X		

Do you recommend the contractor for future contracts? *X Yes* *No*

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

AMENDMENT NO. 2

This AMENDMENT dated as of April 1, 2015, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC")

W I T N E S S E T H:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the Agreement was extended by Amendment #1 from January 1, 2015 to March 31, 2105; and

WHEREAS, the County and NHCC desire to modify the Agreement.

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

1. Amendment of Term. The Agreement shall be amended and thereby extended by nine months, so that the termination date of the Agreement, as amended by this Amendment No.2, shall be December 31, 2015.

2. Extension of Payment. The County shall pay NHCC the sum of Three Million Seven Hundred Fifty Thousand and 00/100 ($3,750,000.00) Dollars for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Agreement or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment No. 2 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 No. 2 as of the date first above written.

NHCC.

By: _____ MD

Name: Victor Poloni MD

Title: PMC/CEO

Date: 12/18/15

NHCC Legal Affairs, Form Approved JEY

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 17th day of December in the year 2015 before me personally came Victor F. Polich MD 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 CEO of NHCC, 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.

Linda E Rugolo
NOTARY PUBLIC

LINDA E. RUGOLO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RU6042479
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 5/30/2018

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

E-6-16

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau Health Care Corporation.

Address: 2201 Hempstead Turnpike.

City, State and Zip Code: East Meadow, NY 11554

2. Entity's Vendor Identification Number: _____

3. Type of Business: __ Public Corp ___Partnership ___Joint Venture

__Ltd. Liability Co __Closely Held Corp **Public Benefit 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):

See List Attached as Appendix A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A NHCC is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, that operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers.

E-P-18

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See List Attached as Appendix B.

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: 10/21/15

Signed:

Print Name: John P. Maher

Title: Executive Vice President, Chief Financial Officer/ Treasurer

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

Appendix A

Nassau Health Care Corporation

As of 10/13/2015

Board of Directors

Chairperson:

Michael B. Mirotznik, Esq.,	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Members:

Russell Caprioli, DPM	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Steve Cohn, Esq.	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Michael M. DeLuca, MPA	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Victor A. Gallo, MD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Jemma Marie-Hanson, RN	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Greg-Patric Martello, Esq.	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Linda Reed	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Asif M. Rehman, MD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
David J. Sussman, MD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
John A. Venditto, MD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Andrew Zucaro	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Warren D. Zysman, LCSW	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Victor F. Politi, MD, FACP, FACEP	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Krishan Kumar, MD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Frank J. Saracino, EdD	2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Officers

Chief Executive Officer — Victor F. Politi, MD, FACP, FACEP

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Legal Affairs — John J. Ciotti, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Chief Financial Officer/Treasurer — John P. Maher, MPH

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Ambulatory Care — Robert S. Heatley

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Human Resources — Maureen Roarty

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President, Nursing — Kathy Skarka, RN, MSN, CNA

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President/Special Assistant NHCC/ Legal Affairs — Craig V. Rizzo, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Deputy Executive Director/ Executive Vice President for Administration — Harold E. McDonald, MPA

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Medical Affairs /Acting Chief Medical Officer — Victor J. Scarmato, MD, MBA, FACR

Secretary — Vacant

Appendix B

Nassau Health Care Corporation

As of 10/13/2015

Affiliated & Related Companies

1. Nassau Health Care Foundation, Inc. - NY Not-For-Profit Corporation
2. Long Island Medical Foundation, Inc. d/b/a NuHealth Foundation" –NY Not-For-Profit Corporation
3. A. Holly Patterson Extended Care Facility, Inc. –NY Not-For-Profit Corporation
4. Newco ALP Inc. – NY Not-For-Profit Corporation
5. Roosevelt HC, Inc. – NY Not-For-Profit Corporation
6. NHCC, Ltd. - Organized under the Companies Law of Cayman Islands.
7. NHCC Medical Faculty Practice Plan, P.C. d/b/a Nassau Medical Associates – NY Professional Corporation
8. Oak Street Psychiatric Services, P.C. - NY Professional Corporation
9. South Ocean Care, LLC –NY Limited Liability Company
10. NUH- 1 Inc. – NY Not-For-Profit Corporation
11. NUH- 2 Inc. - NY Not-For-Profit Corporation
12. NUH- 3 Inc. - NY Not-For-Profit Corporation
13. NUH- 4 Inc. - NY Not-For-Profit Corporation
14. NUH- 5 Inc. - NY Not-For-Profit Corporation
15. Long Island FQHC, Inc. - NY Not-For-Profit Corporation

** In addition to the entities listed above, NHCC has several clinical and educational affiliations.

E-155-15

Contract ID#: CQHE08000078-08

Department: Health

Contract Details

SERVICE: Clinic Services

RUSH!

NIFS ID #: CLHE15000003 NIFS Entry Date 6/5/2015 Term: from: 1/1/15 to 3/31/2015

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: Nassau Healthcare Corporation	Vendor ID#: 11-3465690-01
Address: 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person: Victor F. Politi, MD Phone: 516-572-6711

County Department	
Department Contact: Ginny Mundy	
Address: 60 Charles Lindbergh Blvd. Ste. 112 Uniondale, NY 11553	
Phone: 516-227-8589	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/19/15	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) ☒ Contractor Registered ☒	6/19/15	Mason	
	OMB	NIFS Approval (Contractor Registered) ☐	6/25/15	[illegible]	Yes ☐ No ☐ Not required if blanket resolution
7/2/15	County Attorney	CA RE & Insurance Verification ☐	7/2/15	[illegible]	
7/7/15	County Attorney	CA Approval as to form ☑	7/7/15	[illegible]	Yes ☒ No ☐
—	Legislative Affairs	Fw'd Original Contract to CA ☐	7/11/15	[illegible]	
	County Attorney	NIFS Approval ☐	7/11/15	[illegible]	
	Comptroller	NIFS Approval ☑	11/10/15	[illegible]	
7/31/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	7/31/15	[illegible]	

PR5254 (1/06)

Contract ID#: CQHE08000078-08

Department: Health

Contract Summary

Description:
Add $1,250,000.00 and extend the NHCC Public Health Services Contract dated 11/1/07 which expired 12/31/14 to 3/31/2015.

Purpose:
The Public Health Services Contract continues the County's current payments to NHCC for public health services at a cost of $5M annually. We are extending this contract quarterly while negotiations continue in order to provide continuation of services to our residents.

Method of Procurement:
Designated preferred vendor.

Procurement History:
In 1999 when the Public Benefit Corp. was formed, the County entered into a Public Health Service Contract to operate medical clinics to meet mandated Public Health requirements.

Description of General Provisions:
Five million dollars ($5,000,000.00) per year, payable in quarterly installments, for Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities.

Impact on Funding / Price Analysis:
The County included sufficient funds for these payments in the 2015 adopted budget.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)
Approved as Submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	HE
Resp:	RC4500
Object:	DG9069
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract: ☐	XXXXXXX
County	$800,000.
Federal	$
State	$450,000.
Capital	$
Other	$
TOTAL	$1,250,000.

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEGEN4500	$1,250,000.
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 1,250,000.

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Ginny Mundy 227-8589 Date: 6/5/2015

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 7/31/15
Date 11/12/15	Date 11/10/15	(For Office Use Only) E #:

PR5254 (1/06)

E-155'15

RULES RESOLUTION NO. 202 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU HEALTH CARE CORPORATION

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-15
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 Nassau Health Care Corporation extending the term and extending payment, respecting the operation of health care facilities, a copy said amendment 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 the agreement with Nassau Health Care Corporation.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU HEALTH CARE CORPORATION

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau Health Care Corporation extending the term and extending payment, respecting the operation of health care facilities, a copy said amendment 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 the agreement with Nassau Health Care Corporation.

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: **NASSAU HEALTH CARE CORPORATION**

CONTRACTOR ADDRESS: **2201 Hempstead Turnpike, East Meadow, NY 11554**

FEDERAL TAX ID #: **11-3465690-01**

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_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 8/5/2008 [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 It was part of a 1999 Acquisition Agreement [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT

This AMENDMENT (this "Amendment") is dated as of December 31, 2014, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC").

W I T N E S S E T H:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the County and NHCC desire to modify the Agreement.

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

1. Amendment of Term. The Agreement shall be amended and thereby extended by ninety (90) days, so that the termination date of the Agreement, as amended by this Amendment shall be March 31, 2015.

2. Extension of Payment: The County shall pay NHCC the sum of One Million Two Hundred Fifty Thousand and 00/100 ($1,250,000.00) Dollars for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Amendment or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

NHCC

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 23rd day of April in the year 2015 before me personally came Victor Polin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Nassau Health Care Corporation, 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 A. Faughnan

ELIZABETH A. FAUGHNAN
Notary Public, State of New York
No. 02FA5042572
Qualified in Nassau County
Commission Expires April 24, 2015

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

On the 24 day of November in the year 2015 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 Loretta A Petrucci

LORETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQPD15-000007

Department: Police

E-7-16

Contract Details

SERVICE Support Services Against Domestic Violence

NIFS ID #: CQPD15-0000 07 NIFS Entry Date: 11-14-15 Term: from: 11/1/2015 to: 10/31/2018

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 Safe Center LI, Inc.	Vendor ID# 112442377-01
Address 15 Grumman Road West Suite 1000 Bethpage New York 11714	Contact Person Sandy Olivia, Executive Director Phone / email 516-465-4700 / SOliva@tscli.org

County Department
Department Contact Sergeant Judith Hoffman
Address 1490 Franklin Avenue, Mineola 11501
Phone 516-573-7400-

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	11-14-15		
	OMB	NIFS Approval (Contractor Registered) ☑	11/20/15		Yes ☑ No ☐ Not required if blanket resolution
11/30/15	County Attorney	CA RE & Insurance Verification ☑	12/1/15		
12/1/15	County Attorney	CA Approval as to form ☑	12/2/15		Yes ☑ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/5/16		
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/4/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/4/16		

2016 JAN -8 A 11:51

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (1/06)

Contract ID#: CQPD15-000007

Department: Police

Contract Summary

Description: New contract with Safe Center LI, (formerly: Nassau County Coalition Against Domestic Violence), Inc., for support services with regard to domestic violence, sexual abuse, and child abuse.

Purpose: The Contractor will assist the Department in its goal of the prevention of abuse by providing a helpline to access information, development and dissemination of educational materials, outreach, and counseling, and referrals.

Method of Procurement: This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Safe Center LI, Inc. (formerly Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has already been working with Nassau County Police Department, and the Department would like to continue their services. This vendor is the only source for the combination of services provided and there are no other vendors that provide this combination of services.

Procurement History: None.

Description of General Provisions: Contractor will assist the Department in the prevention and treatment of abuse by providing the Department with assistance in the following areas: education, general advocacy, referrals, policy and legislative support services.

Impact on Funding / Price Analysis: For calendar year 2015 expenditures, $41,667.00 will be partially encumbered in accordance with paragraph 3.b of Agreement.

Change in Contract from Prior Procurement: None

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DE500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 41,667.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 41,667.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	$ 41,667.00
2		$
3		$
4	J. Oweis 10/1/15	$
5		$
6		$
	TOTAL	$ 41,667.00

Document Prepared By: J. Oweis, Esq.

Date: 11/14/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 11/4/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-7-16

RULES RESOLUTION NO. 8 – 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 POLICE DEPARTMENT AND THE SAFE CENTER, LI INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-26-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Safe Center LI, Inc. to provide support and assistance for victims of domestic violence, sexual abuse and child abuse, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Safe Center LI, Inc.

E-7-16

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

DATE: January 14, 2016

SUBJECT: **DOMESTIC ABUSE PREVENTION AND TREATMENT SERVICES – THE SAFE CENTER OF LONG ISLAND, INC.**

This memorandum is pursuant to section VI of the Comptroller Approval form, attached, explaining the selection of the SAFE Center LI to deliver a broad base of services to victims of domestic violence and rape/sexual assault in Nassau County.

The Nassau County Police Department, through the course of its daily operations, encounters needs for victims of domestic violence and rape/sexual assault to be provided assistive resources. The SAFE Center of Long Island, Inc. (formerly Nassau County Coalition Against Domestic Violence - NCCADV). founded in 1977, is the only agency in Nassau County providing a combination of comprehensive services to victims of domestic violence and rape/sexual assault.

The SAFE Center operates the County's Domestic Violence and Rape/Sexual Assault Hotlines, as well as a shelter for domestic violence victims and their children. Direct services include the two 24-hour hotlines for rape/sexual assault and domestic/dating violence, crisis intervention, counseling, advocacy, legal assistance, shelter, and emergency room escort for rape/sexual assault and domestic violence victims. Recognized as providing professional services and acting as the hub of an extensive resource and referral network, the Coalition is utilized by law enforcement agencies, the Courts, human service agencies, medical providers, and other systems throughout the County as the primary resource for assisting victims and for acquiring information and training. The SAFE Center has developed a comprehensive program that integrates professional expertise from a variety of disciplines in order to meet the complex needs of victims. Agency units work closely with each other, bringing together their specialized knowledge and skills to provide an easy access/rapid response network of critical services. The SAFE Center also works vigorously to increase public awareness, train professionals, advocate for needed system changes, and ensure social accountability and responsiveness in identifying and assisting victims. Bilingual services are available for all agency programs.

Based on the foregoing, The SAFE Center of Long Island, Inc. has proven to be uniquely qualified to provide the services required by the County.

Thomas C. Krumpter
Acting Commissioner

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: Safe Center LI, Inc.

CONTRACTOR ADDRESS: 15 Grumman Road West Suite 1000 Bethpage NY 11714

FEDERAL TAX ID #: 112442377

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☑ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☑ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

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

1. Name of the Entity: THE SAFE CENTER LI, INC.

   Address: 15 GRUMMAN RD. WEST, SUITE 1000

   City, State and Zip Code: BETHPAGE, NY 11714

2. Entity's Vendor Identification Number: 11-2442377

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp NFP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

   SEE ATTACHED

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

   N/A

the safe center LI

NEW TSCLI Board of Directors 2015

OFFICERS:

Stephen G. Bondi, CPA, – President
Chief Operating Officer
van Biema Value Partners, LLC
745 Fifth Avenue
New York, NY 10151
W: 212-308-5910
F: 212-308-5949

Home: [redacted]
H: [redacted]
C: [redacted]
[redacted]

Esther Fortunoff-Greene – Vice President
Home: [redacted]
W: 516-334-1574
C: [redacted]
[redacted]

Eric W. Penzer, Esq. – Vice President
Partner
Farrell Fritz, P.C.
1320 Rex Corp Plaza
Uniondale, NY 11556-1320
W: 516-227-0618
F: 516-227-0777
epenzer@farrellfritz.com

Home: [redacted]
H: [redacted]

Richard A. Mills, CPA, MS - Treasurer
Partner
G.R. Reid Associate LLP
Certified Public Accountants
7600 Jericho Turnpike, Suite 400
Woodbury, NY 11797
W: 516-802-0100
F:516-908-3989
rmills@grrcpas.com

Home: [redacted]
H: [redacted]
C: [redacted]
F: 516-908-3989
[redacted]

Carol A. Glick, Esq. – Secretary
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554
W: 516-296-7000
F: 516-296-7111
Cglick@certilmanbalin.com

Home: [redacted]
H: [redacted]
C: [redacted]
[redacted]

MEMBERS AT LARGE:

Ilene Barshay, Esq.
Professor, Retired
Touro Law School
W: 631-761-7112
[redacted]
Home: [redacted]
H: [redacted]
C: [redacted]

Henry Davidson
Senior Financial Advisor
Ameriprise Financial Services, Inc
100 Quentin Roosevelt Blvd., Suite 405
Garden City, NY 11530
W: 516-629-9911
F: 516-629-9901
henry.d.davidson@ampf.com

Home: [redacted]

Adam Dejak
First Vice President
Sterling National Bank
98 Cuttermill Rd. Suite 200N
Great Neck, NY 11021
W: 516-487-0018 ext 2400
C: [redacted]
F: 516-570-4642
adam.dejak@sterlingnational.com

Home: [redacted]
H: [redacted]

Christine Egan-Philippides
Kaufman Rossin Fund Services
1270 Avenue of the Americas - Suite 2115
New York, NY 10020
W: 646-522-1621

Home: [redacted]
H: [redacted]

Jane Garvey
Garden City Public School District
91 Mulberry Avenue
Garden City, NY 11530
H: [redacted]
C: [redacted]
[redacted]

Marilyn Genoa, Esq.
Home: [redacted]
H: [redacted]
C: [redacted]
W: 516-759-7940
F: 516-674-9425
mkgenoa@genoaandassociates.com

Andrew A. Jacono, M.D., F.A.C.S.
Facial Plastic & Reconstructive Surgery
W: 516-773-4646
F: 516-773-1360
drjacono@newyorkfacialplasticsurgery.com

Home: [redacted]
H: [redacted]

Deseriee Kennedy, Esq.
Professor
Touro Law School
W: 631-761-7093

Home: [redacted]
H: [redacted]
dkennedy@tourolaw.edu

Toni H. Liebman, MS Ed
Home: [redacted]
H: [redacted]
[redacted]

Judy Marrazzo
President
Paul Jann Advertising, Inc.
[redacted]
W: 516-624-0561
F: 516-624-0574
jmarrazzo@pjads.com

Russell G. Matthews
Executive Vice President
Albanese Organization, Inc.
1050 Franklin Avenue, Suite 200
Garden City, NY 11530
W: 516-746-6000
F: 516-746-0580
rgm@albaneseorg.com

Home: [redacted]
H: [redacted]

George Medlin
Executive Vice President and Treasurer
Mutual of America
W: 212-224-1625
F: 212-224-2520
george.medlin@mutualofamerica.com

Home: [redacted]
H: [redacted]
C: [redacted]

Stacey Novick
Home: [redacted]
H: [redacted]
C: [redacted]
F: 516-692-5911
[redacted]

Thomas Paccione, MBA
Chief Financial Officer

Fortune Footwear, Inc.
174 Hudson Street
New York, NY 10013
W: 212-431-8400 ext. 222
F: 212-431-9480
C: [redacted]
tpaccione@fortunefootwear.com

Home: [redacted]
H: [redacted]

Rubin Pikus
CEO
Milbrook Properties, Ltd.
W: 516-869-1240
C: 516-817-9345
F: 516-869-8576
rpikus@milbrookproperties.com

Home: [redacted]
H: [redacted]
F: 516-869-6973

Elizabeth Ragozzino
Managing Director
Citibank North America
Citi Group
One Court Square
Long Island City, NY 11101
W: 718-248-7074
elizabeth.a.ragozzino@citigroup.com

Home: [redacted]
H: [redacted]

Susan Ring
Senior Vice President
Director of Branch Banking
Astoria Bank
1 Astoria Federal Plaza
Lake Success, NY 11042
W: 516-327-7954
F: 516-327-7988
SRing@astoriabank.com

Home: [redacted]
H: [redacted]
C: [redacted]

Alison Berns Simon, LCSW-R, BCD
70 Glen Cove Road, Suite 102
Roslyn Heights, NY 11577
W: 516-626-2517

Home: [redacted]
H: [redacted]
C: [redacted]
F: 516-626-2085
[redacted]

Linda Taub, Esq
Home: [redacted]
H: [redacted]
C: [redacted]
W: 516-802-4700 x4779
[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.

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 teml "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: 10/5/15 Signed:

Print Name: SANDRA OLIVA / CYNTHIA SCOTT

Title: CO-EX. 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, dated as of _____, 201___ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) **Safe Center LI, Inc.**, having their principal office at **15 Grumman Road West Suite 1000, Bethpage, N.Y. 11714** (the "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor is a not-for-profit 501 (c)(3) (IRC) community and victim's rights organization dedicated to the prevention and treatment of domestic abuse through the provision of education, advocacy, victim services, treatment, policy and legislative support services. In addition, the Contractor provides support and assistance for victims of domestic violence, sexual abuse and child abuse.

WHEREAS, Contractor made a proposal to the Department for the receipt of monies pursuant to the terms and conditions described in this Agreement; and

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

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

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

1. Term. This Agreement shall commence as of November 1, 2015 and terminate October 31, 2018 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following:

(a) Support Services for Law Enforcement. The Contractor shall work in conjunction with the goals of the Department in the prevention of domestic violence, sexual abuse, and child abuse by providing services to the residents of Nassau County, including, but not limited to:

i. Domestic Violence/Sexual Abuse Hotline;
ii. Development and dissemination of educational materials and information to prevent abuse;
iii. Community Educational Programs geared to prevent abuse including but not limited to schools, camps, sports leagues, community, and youth groups;

iv. Professional Education Programs focusing on the identification and Reporting of abuse, Abuse Prevention and Intervention;
v. Victim support services for child and adult victims of domestic violence, sexual abuse and child abuse; and
vi. Policy Support.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be **Seven Hundred Fifty Thousand dollars ($750,000.00)(Maximum Amount).** All moneys expended pursuant to this Agreement shall be in accordance with the budget as referenced in subparagraph (ii) of this Agreement. Contractor agrees to hire a Certified Public Accountant ("CPA") licensed by New York State to audit its books and records to account for the $750,000.00. This audit is in addition to any audit or inspection that may take place in accordance with paragraph 12 of this Agreement. The CPA's audit report shall be mailed to the Nassau County Comptroller at 240 Old Country Road, Mineola, New York 11501 with a copy to the Nassau County Police Department, Office of Chief of Detectives, 1490 Franklin Avenue, Mineola, New York 11501. At the expiration of the term of this Agreement, and/or at any time requested, Contractor shall provide the Department, with a full accounting of the expenditure of all funds allocated under this Agreement.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Department.

(b) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, on a pro-rata basis per calendar year. The Contractor further acknowledges that the first encumbrance shall be $41,667.00 Dollars for the 2015 calendar year.

(c) 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").

(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 and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

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. Waived, Contractor is a not-for-profit organization.

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.

[The remainder of this page is intentionally left blank.]

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

SAFE CENTER LI, INC.

By: _____

SANDRA OLIVA

Name: CYNTHIA SCOTT

CO-EX. DIRECTOR

Title: CO-EX. DIRECTOR

10/5/15

Date: 10/5/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of October in the year 2015 before me personally came SANDRA OLIVA/CYNTHIA SCOTT to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK/NASSAU; that he or she is the CO-EX. DIRECTOR of THE SAFE CENTER, LI, 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.

Lois Schwaeber
Notary Public, State of NY
Reg. No. 02SC5006672
Comm. Expires 01/04/2018

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a

person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   SANDRA OLIVA / CYNTHIA SCOTT (Name)

   15 GRUMMAN RD. WEST #1000 BETHPAGE, NY 11714 (Address)

   516-465-4700 (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:

SEE ATTACHED

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.

10/6/15
Dated

Signature of Chief Executive Officer

SANDRA OLIVA / CYNTHIA SCOTT
Name of Chief Executive Officer

Sworn to before me this
5th day of October 2015

Notary Public

Lois Schwaeber
Notary Public, State of NY
Reg. No. 02SC5006672
Comm. Expires 01/04/2019

Although The Safe Center LI is not certain whether this falls within the information request, during the past 5 years, 2 former employees had filed complaints with the New York State Division of Human Rights (NYSDHR). The complaints were not initiated by any governmental agency. However, once someone files a complaint with the NYSDHR, this automatically triggers an investigation by the NYSDHR. These matters have since been dismissed by the NYSDHR.

A complaint has been filed by a client of the agency and is currently under review by the NYSDHR.

NASSAU COUNTY POLICE DEPARTMENT

BUDGET SUMMARY

November 1, 2015 - October 31, 2016

AGENCY NAME: The Safe Center LI, Inc.

NO. & STREET: 15 Grumman Road West, Suite 1000
CITY: Bethpage, NY 11714

FOR: NCPD Victim Safety Project

CATEGORY OF EXPENDITURES	APPROVED CURRENT BUDGET
1. PERSONNEL:	159,600.00
2. FRINGE BENEFITS:	33,000.00
3. RENT/UTILITIES:	48,330.00
4. FURNITURE / EQUIPMENT:	2,000.00
5. GENERAL OPERATING/OTPS:	7,070.00
6. NET BUDGET	250,000.00

THE SAFE CENTER LI							
NASSAU COUNTY EDUCATION GRANT							
THREE YEAR BUDGET							
NOVEMBER 1, 2015 - OCTOBER 31, 2018							
				2015-2016	2016-2017	2017-2018	TOTAL
		ANNUAL	% TO	POL DEPT	POL DEPT	POL DEPT	THREE YEAR
PERSONNEL	EMPLOYEE	SALARY	GRANT	FUNDS	FUNDS	FUNDS	BUDGET
DIRECTOR OF EDUCATION	ANTHONY ZENKUS	61,652	25.95%	16,000	16,000	16,000	48,000
ASSOC DIR OF EDUCATION	DIANE HARVEY	55,000	32.00%	17,600	17,600	17,600	52,800
EDUCATION COORDINATOR	SOPHIE KRAVET	42,000	100.00%	42,000	42,000	42,000	126,000
EDUCATION COORDINATOR	HEATHER GILMARTIN	42,000	100.00%	42,000	42,000	42,000	126,000
CRISIS CENTER COORD	LEIGH VEYTSMAN	52,000	9.62%	5,000	5,000	5,000	15,000
ADVOCATE	MICHELE BROWN	31,500	6.35%	2,000	2,000	2,000	6,000
ADVOCATE	JOSH MASS	30,000	100.00%	30,000	30,000	30,000	90,000
COMMUNICATIONS SPEC	MAUREEN KELLY	48,000	10.42%	5,000	5,000	5,000	15,000
SUB TOTAL				159,600	159,600	159,600	478,800
FRINGE				33,000	33,000	33,000	99,000
TOTAL PERSONNEL COSTS				192,600	192,600	192,600	577,800
OTPS							
FACILITY MAINTENANCE				3,070	3,070	3,070	9,210
EQUIPMENT				2,000	2,000	2,000	6,000
STAFF TRAVEL				2,000	2,000	2,000	6,000
STAFF TRAINING				2,000	2,000	2,000	6,000
RENT/FACILITY				48,330	48,330	48,330	144,990
SUB TOTAL				57,400	57,400	57,400	172,200
TOTAL				250,000	250,000	250,000	750,000

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Safe Center LI, Inc.

2. Dollar amount requiring NIFA approval: $ 41,667.00

Amount to be encumbered: $ 41,667.00

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: 11/1/15 through 10/31/18

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 PDH

___ 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:

A contract to provide domestic violence awareness education and counseling 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:

~~GQPD13-000010: $725,000~~ SEE ATTACHED

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Allen 11/30/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CLDA15000009 (CQDA15000011)

Department: District Attorney

E-8-16 R9

Contract Details

SERVICE: Mediation and Conflict Resolution
Crime Prevention Program

NIFS ID #: CLDA15000009 (CQDA15000011)

NIFS Entry Date: 12/07/15

Term: from 06/01/2013 to 08/31/2016

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name EAC, Inc.	Vendor ID# 23-7175609 (01)
Address 50 Clinton Street Hempstead, NY 11550	Contact Person Rebecca Bell Executive Vice President Phone (516) 379-0350

County Department
Department Contact Nassau County District Attorney's Office ADA Rene Fiechter
Address 262 Old Country Road Mineola NY 11501
Phone (516) 571-1090

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* ☐	12/8/15 12/9/15		
	OMB	*NIFS Approval (Contractor Registered)* ☐	12/11/15		Yes ☐ No ☐ Not required if blanket resolution
12/22/15	County Attorney	*CA RE & Insurance Verification* ☑	12/22/15		
12/22/15	County Attorney	*CA Approval as to form* ☑	12/22/15		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/5/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/6/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 A 11:52

PR5254 (1/06)

Contract ID#: CLDA15000009 (CQDA15000011)

Department: District Attorney

Contract Summary

Description: The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators. Amendment Provides for Case manager and APPS Conflict Resolution Training.

Purpose: To help defuse potentially violent disputes in schools and the community by working with the District Attorney's offender re-entry program (COTA) by training and utilizing COTA members.

Method of Procurement: They are the sole providers of this program and work with the COTA program for the District Attorney in Hempstead Village for all eligible offenders returning to Nassau County.

Procurement History: The District Attorney established COTA to work with people returning to Nassau County from jail or prison. EAC has been a partner with the District Attorney since COTAs inception. EAC is a pioneer in the development of mediation and conflict resolution services. Together they have worked on a model to utilize ex-offenders to stave off youth violence.

Description of General Provisions: Amendment to increase the budget by Seventy-nine thousand three hundred ninety-eight dollars ($79,398.00) to a new maximum amount of One hundred twenty-one thousand five hundred ninety-eight dollars ($121,598.00) for a Re-Entry Case Manager, APPS Conflict Resolution Training and administrative fees for the Mediation and Conflict Resolution Crime Prevention Program and Training.

Impact on Funding / Price Analysis: None, project is funded through forfeiture money.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DA891BOTH
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$XXXXXXX
County	$
Federal	$
State	$79,398.00
Capital	$
Other	$
TOTAL	$79,398.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH DE500	$79,398.00
2		$
3		$
4	APPROVED: 12/22/15	$
5		$
6		$
	TOTAL	$79,398.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Tracy Niedfeld

Date: 12/07/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-8-16

RULES RESOLUTION NO. 9 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TOA PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
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 EAC, Inc. to provide services as described in the original agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to a personal services agreement with EAC, Inc.

CLDA15000009
(CQDA15000011)

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: EAC, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Hempstead, NY 11550

FEDERAL TAX ID #: 23-7175609

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 15, 2015[date]. This is an amendment within the scope of the contract. The original contract was entered into as a sole provider of the program as described in the attached Staff Summary. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☑ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/9/15
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, INC.

Address: 50 CLINTON ST., SUITE 107

City, State and Zip Code: HEMPSTEAD, NY 11550

2. Entity's Vendor Identification Number: 23 7175609

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp not-for-profit corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 11/16/15

Signed: Rebecca Bell

Print Name: REBECCA BELL

Title: CHIEF OPERATING OFFICER

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

2015 - 2016 EAC NETWORK BOARD OF DIRECTORS

(Updated 11/6/15)

NAME	ADDRESS	BOARD POSITION
Angela Anton Class of '13-'14	Anton Media Group 132 East Second Street Mineola, NY 11501	516-747-8282 [redacted]7 Cell aanton@antonmediagroup.com
Thomas Boerum Class of '02-03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [redacted]
Noreen Carro Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [redacted]7 Cell 516-285-9268 Fax noreen@lmnprinting.com
John A. Cherpock, CPA Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	*Board Member Emeritus* 646-227-4866 646-227-4299 Fax [redacted]3 Cell john.cherpock@navigant.com
Brian Clarke Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
Bert J. Cunningham Class of '15-'16	[redacted]	[redacted]9 Cell [redacted]
John Durso Class of '15-'16	President Local 338 Local 338 RWDSU/UFCW 1505 Kellum Place Mineola, NY 11501	516-294-1338 [redacted]6 Cell jrdurso@local338.org
Brian Edwards Class of '06-'07	Executive VP/Managing Director Astoria Bank One Astoria Bank Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriabank.com
Steven J. Eisman, Esq. Class of '92-'93	Senior Partner Abrams, Fensterman,	*Chairman Emeritus* 516-328-2300

	Fensterman, Eisman, Formato, Ferrara & Wolf, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	516-328-6638 Fax seisman@abramslaw.com
Anthony J. Falanga Class of '12-'13	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	516-393-8222 516-393-8282 Fax afalanga@jaspanllp.com
Louis C. Grassi, CPA Class of '87-'88	Managing Partner Grassi & Co. 50 Jericho Quadrangle Jericho, N Y 11753	*Chairman Emeritus* 516-256-3500 516-256-3510 Fax Lgrassi@grassicpas.com
Geri A. Gregor, CPA Class of '08-'09	Partner Grassi & Co. 50 Jericho Quadrangle Jericho, NY 11753	516-336-2496 516-256-3510 Fax [redacted] Cell Ggregor@grassicpas.com
Tom Gubitosi Class of '01-'02	Principle Marie Holdings, Inc. [redacted]	516-454-6704 516-454-2898 Fax [redacted]
M. Allan Hyman, Esq. Class of '94-'95	Senior Partner Certilman, Balin, Adler & Hyman, LLP 90 Merrick Avenue East Meadow, New York 11554	*Chairman Emeritus* 516-296-7075 516-296-7111 Fax ahyman@certilmanbalin.com
Carmine Inserra Class of '98-'99	Principal NAI Long Island 3 Huntington Quadrangle Suite 307N Melville, NY 11747	*Chairman Emeritus* 631-270-3030 631-270-3060 Fax Cinserra@nailongisland.com
James P. Joseph Class of '11-'12	Managing Partner Joseph Law Group, PC 666 Old Country Road Suite 303 Garden City NY, 11530	*Chairman* 516-542-2000 516-542-2001 Fax JJoseph@josephlawpc.com
Richard Kessel Class of '00-'01	President East Coast Progressive Energy Solutions, Inc.	*Member At Large* 516-398-6005 516-378-3339 Fax

	[redacted]566	516-398-6005 Cell Rkessel@richardkessel.com
Joseph A. Lagano Class of '94-'95	[redacted]	*Board Member Emeritus* 516-799-3511 Home [redacted] Cell [redacted]
Donna Leto Class of '09-'10	Vice President Brent Mako RE Group 931B Conklin Street Farmingdale, NY 11735	*Treasurer* 631-420-0070 631-420-0083 [redacted] Cell [redacted]
Robert P. McBride Class of '93-'94	Senior Vice President Park Strategies, LLC 50 Charles Lindbergh Blvd Suite 601 Uniondale, NY 11553	*Chairman Emeritus* 794-9730 794-9718 Fax [redacted] Cell 631-243-0606 Home Fax rmcbride@parkstrategies.com
John Murcott Class of '10-'11	Work Market 240 W. 37th Street New York, NY 10018	516-220-3461 [redacted]
Bob Nystrom Class of '13-'14	American Credit Card Processing 474 New York Avenue Huntington, NY 11743	631-385-7390 [redacted] Cell bob.nystrom@accpc.com
Laura L. Palker Class of '11-'12	Trade Show Solution Center 200 Broadhollow Road Suite 207 Melville, NY 11747	631-393-5079 [redacted] Cell laura@tssolutioncenter.com
David E. Paseltiner, Esq. Class of '95-'96	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	*Board Counsel/Chairman Emeritus* 393-8223 393-8282 FAX dpaseltiner@jaspanllp.com
Joseph Quatela, Esq. Class of '98-'99	Partner Quatela, Hargraves & Chimeri, PLLC 888 Veterans Memorial Highway Suite 530 Hauppauge, NY 11788	*Chairman Emeritus* 631-482-9700 631-482-9707 Fax [redacted] Cell jaq@qhclaw.com

Andrée Sanquini Class of '06-'07	[redacted]	631-488-8269 [redacted]
C. Glenn Schor Class of '10-'11	Chief Operating Officer The Treeline Companies 200 Garden City Plaza Garden City, NY 11530	516-837-8000 516-837-8500 Fax Glenn.Schor@Treelinecompanies.com
Michael T. Schroder, Esq. Class of '92-'93	Partner Schroder & Strom, LLP 114 Old Country Road Suite 218 Mineola, New York 11501	*Chairman Emeritus* 516-742-7430 516-742-7433 Fax Mts@nytaxreview.com
Dominick J. Scotto Class of '95-'96	President USI Construction Practice Group 333 Earle Ovington Blvd. Suite 800 Uniondale, NY 11553	*Board Member Emeritus* 516-419-4089 516-362-8914 Fax Dominick.Scotto@usi.biz
Cathy Stanton Class of '14-'15	Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP 25 Newbridge Road Suite 203 Hicksville, NY 11801	*Secretary* 516 471-1748 516 742-3994 fax [redacted] cell cstanton@workerslaw.com
Bruce A. Watterson Class of '12-'13	Senior Vice President/Group Director Signature Bank 1225 Franklin Avenue Garden City, NY 11530	*1st Vice Chairman* 516-408-5015 516-205-4246 bwatterson@signatureny.com
Angelo Zaffuto Class of '95-'96	President Zaffuto Construction Co., Inc. 162 Atlantic Ave. Lynbrook, NY 11563	*Board Member Emeritus* 516-887-1400 516-887-1944 Fax angelo@zaffuto.org

AMENDMENT NO. 1

AMENDMENT, dated as of _____ ___, 20___ (together with the schedules, appendices, attachments and exhibits, if any, 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 County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501, and (ii) EAC, Inc., a New York State Not-for-Profit organization, having its principal office at 50 Clinton Street, Hempstead, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQDA15000011 between the County and the Contractor, executed on behalf of the County on June 19, 2015 (the "Original Agreement"), the Contractor performs certain services for the County in connection with conducting conflict resolution and mediation services in the schools, the jail, and crime prone communities , 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 commences on June 1, 2013 and terminates on August 31, 2016, unless sooner terminated in accordance with the provisions 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 Forty-Two Thousand Two Hundred Dollars ($42,200.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to increase the Maximum Amount and amend the terms of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy Nine Thousand Three Hundred Ninety Eight dollars ($79,398.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Hundred Twenty-One Thousand Five Hundred Ninety Eight dollars ($121,598.00) (the "Amended Maximum Amount").

2. Budget. The budget referred to in Section 3(a) of the Original Agreement and attached to the Original Agreement as Attachment A is amended to appear in its entirety as set forth in Attachment A-1 attached hereto (such amended budget, the "Amended Budget").

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 Contractor and the County have executed this Amendment as of the date first above written.

EAC, INC.

By: Rebecca Bell
Name: REBECCA BELL
Title: CHIEF OPERATING OFFICER
Date: 10/10/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 10 day of November in the year 20 15 before me personally came Rebecca Bell 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 COO & EVP of EAC, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Tania Peterson Chandler

TANIA I PETERSON CHANDLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02PE6205673
Qualified In Queens County
My Commission Expires May 11, 20 17

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

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the 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

Attachment A-1

EAC, Inc. Mediation Services

Training (June 1, 2013 through July 31, 2014): $100 per day of training provided by each COTA Mediator (approximately 10:00am to 4:00pm)	$ 21,200
Mediation and Counseling (August 1, 2014 through August 31, 2016):	
$17.00 per hour for mediation and counseling services provided by each COTA Mediator	$ 18,800
APPS Conflict Resolution Training (9 trainees @ $50 per day for 5 days)	$ 2,250
Re-Entry Case Manager (April 28, 2015 through August 31, 2016) F/T Annual Salary: $42,000	$ 55,035
Fringe for Re-Entry Case Manager only (36%)	$ 19,813
Administrative fee:	$ 4,500
TOTAL BUDGET:	$121,598

Contract ID#: CQDA15000011

Department: District Attorney

E-101-15

Contract Details

SERVICE: Mediation and Conflict Resolution
Crime Prevention Program

NIFS ID #: CQDA15000011 NIFS Entry Date: 04/27/15 Term: from 06/01/2013 to 08/31/2016

New ☒ Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name EAC, Inc.	Vendor ID# 23-7175609 (01)
Address 50 Clinton Street Hempstead, NY 11550	Contact Person Rebecca Bell Executive Vice President Phone (516) 379-0350

County Department
Department Contact Nassau County District Attorney's Office ADA Rene Fiechter
Address 262 Old Country Road Mineola NY 11501
Phone (516) 571-1090

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) ☒	4/29/15	Tracy Mansfield	
		Contractor Registered ☐	4/30/15	[illegible]	
5/1/15	OMB	NIFS Approval (Contractor Registered) ☐	5/1/15	William Cox	Yes ☐ No ☐ Not required if blanket resolution
5/7/15	County Attorney	CA RE & Insurance Verification ☑	5/8/15	[illegible]	
5/8/15	County Attorney	CA Approval as to form ☑	5/12/15	[illegible]	Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	5/19/15	Concette A Bellucci	
	County Attorney	NIFS Approval ☐	05/03/2015	[illegible]	
	Comptroller	NIFS Approval ☑	6/12/15	[illegible]	
5/15/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/15/15	[illegible]	

PR5254 (1/06)

Contract ID#: CQDA15000011

Department: District Attorney

Contract Summary

Description: The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators.

Purpose: To help defuse potentially violent disputes in schools and the community by working with the District Attorney's offender re-entry program (COTA) by training and utilizing COTA members.

Method of Procurement: They are the sole providers of this program and work with the COTA program for the District Attorney in Hempstead Village for all eligible offenders returning to Nassau County.

Procurement History: The District Attorney established COTA to work with people returning to Nassau County from jail or prison. EAC has been a partner with the District Attorney since COTAs inception. EAC is a pioneer in the development of mediation and conflict resolution services. Together they have worked on a model to utilize ex-offenders to stave off youth violence.

Description of General Provisions: Two year contract from June 1, 2013 through August 31, 2016 in the amount of Forty-Two Thousand Two Hundred dollars ($42,200.00) for Mediation and Conflict Resolution Crime Prevention Program and Training.

Impact on Funding / Price Analysis: None, project is funded through forfeiture money.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DA891BOTH
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$XXXXXXX
County	$
Federal	$
State	$42,200.00
Capital	$
Other	$
TOTAL	$42,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH DE500	$42,200.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$42,200.00

APPROVED: 5/8/15

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Tracy Niedfeld

Date: 04/27/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name: Michael S. Cohen	Name:	Name:
Date: 6/12/2015	Date: June 12, 2015	Date: 5/15/15
		(For Office Use Only)
		E #:

PR5254 (1/06)

E-10145

RULES RESOLUTION NO. 121 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to provide a mediation program to provide conflict resolution and mediation services in the schools, jails and crime prone communities to reduce and prevent crime, 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 EAC, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND EAC, INC.

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to provide a mediation program to provide conflict resolution and mediation services in the schools, jails and crime prone communities to reduce and prevent crime, 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 EAC, 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: EAC, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Hempstead, NY 11550

FEDERAL TAX ID #: 23-7175609

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

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. This is a contract to add mediation services to the offender re-entry work performed by EAC, Inc. and the District Attorney's Office.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/30/15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DISTRICT ATTORNEY'S OFFICE

Inter-Departmental Memo

To: **Office of the Comptroller**

From: **Rene P. Fiechter, Director of Community Affairs**

Date: **April 24, 2015**

Subject: ***EAC Inc., MEDIATION AND CONFLICT RESOLUTION CRIME PREVENTION PROGRAM***

The following is an addendum to the Comptroller Approval Form submitted with our proposed subcontract of $42,200.00 for the above agency explaining why the organization was selected without a bid process.

The organization was exempt from the process under the following section of the Comptroller's form:

Section V. part A "*There are only one or two providers of the services...*"

This is a continuation of the District Attorney's offender re-entry program performed in partnership, with EAC, Inc.). EAC provides mediation and conflict resolution assistance to community groups and citizens as well as schools. The District Attorney, through its COTA program, assists people recently released from jail or prison in an effort to reduce a return to crime and to increase their reintegration into the community. We have seen that certain members of COTA can play an effective role in staving off violence amongst youth and adults in high crime neighborhoods. The District Attorney seeks to partner with EAC in developing this idea by utilizing trained COTA members as mediators with EAC's mediation service.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 20___ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of The Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, NY (the "Department"), and (ii) EAC, Inc., a New York State not-for-profit corporation, having its principal office at 50 Clinton Street, Hempstead, New York 11550 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor 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 District Attorney has received federal forfeiture funds to be utilized for various crime prevention project activities and programs;

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, 2013 and terminate on August 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of conducting a mediation program to provide conflict resolution and mediation services in the schools, the jail, and crime prone communities to reduce and prevent crime, utilizing trained members of the District Attorney's ex-offender re-entry program, COTA (Counsel Of Thought and Action) (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Services under this Agreement shall be Forty-Two Thousand Two Hundred Dollars ($42,200.00) (the "Maximum Amount"), payable as described in the budget attached hereto as Attachment A. The County and the Department shall have no liability or responsibility for any costs beyond the Maximum Amount.

(b) Vouchers; Voucher Review, Approval and Audit. All payments, except for the Administrative Fee which shall be payable within a reasonable time after the execution of this Agreement, shall be made to the Contractor in arrears and all payments, including the Administrative Fee, shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reallocation Among Line Items: The Contractor may reallocate monies among line items, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item, nor add or subtract a line item, without the prior written consent of the Department, notwithstanding Paragraph 10 ("Assignment; Amendment; Waiver; Subcontracting") of this Agreement.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach

is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information (including, but not limited to, names, addresses, social security numbers, and dates of birth, and medical information of any kind), or utilize any of such information (hereinafter, Confidential Information) for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. This paragraph shall survive termination of this Agreement.

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

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

8. Indemnification; Defense; Cooperation. (a) 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 are 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 with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To

the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

EAC, INC.

By: Rebecca Bell
Name: CHIEF OPERATING OFFICER
Title: Rebecca Bell
Date: 4/1/15

NASSAU COUNTY

By: Chris Ribando
Name: Chris Ribando
Title: County Executive
Deputy County Executive
Date: 6/19/15

PLEASE EXECUTE IN BLUE INK

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

On the 1st day of April in the year 2015 before me personally came Rebecca Bell 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 Exec. VP + COO of EAC, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

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

On the 19 day of June in the year 2015 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Attachment A

EAC, Inc. Mediation Services

Training (June 1, 2013 through July 31, 2014:	
$100 per day of training provided by each COTA Mediator (approximately 10:00am to 4:00pm)	$21,200
Mediation and Counseling (August 1, 2014 through August 31, 2016):	
$17.00 per hour for mediation and counseling services provided by each COTA Mediator (each session is a minimum of 90 minutes duration)	$18,800
Administrative fee:	$ 2,200
TOTAL BUDGET:	$42,200

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:

   LANCE W. ELDER (Name)

   EAC 50 CLINTON ST., SUITE 107 HEMPSTEAD, NY 11550 (Address)

   (516) 539-0150 (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.

4/1/15
Dated

Signature of Chief ~~Executive~~ OPERATING Officer

REBECCA BELL
Name of Chief Executive Officer

Sworn to before me this

1st day of April, 2015

Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or

parts of the contracted work of the County Contractor.

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

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

2014 - 2015 EAC NETWORK BOARD OF DIRECTORS

(Updated 4/30/15)

NAME	ADDRESS	BOARD POSITION
Angela Anton Class of '13-'14	Anton Community Newspapers 132 East Second Street Mineola, NY 11501	516-747-8282 [redacted] Cell aanton@antonnews.com
Thomas Boerum Class of '02-03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [redacted]
Ernie Canadeo Class of '13-14	President The EGC Group 1175 Walt Whitman Road Melville, New York 11747	(516) 935-4944 ernie@egcgroup.com
Noreen Carro Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [redacted] Cell 516-285-9268 Fax noreen@lmnprinting.com
John A. Cherpock, CPA Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	*Board Member Emeritus* 646-227-4866 646-227-4299 Fax [redacted] Cell john.cherpock@navigant.com
Brian Clarke Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	*Chairman* 516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
Brian Edwards Class of '06-'07	Executive VP/Managing Director Astoria Federal Savings One Astoria Federal Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriafederal.com
Steven J. Eisman, Esq. Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman,Greenberg, Formato & ,Einiger, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	*Chairman Emeritus* 516-328-2300 516-328-6638 Fax seisman@abramslaw.com

Anthony J. Falanga Class of '12-'13	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	516-393-8222 516-393-8282 Fax afalanga@jaspanllp.com
Louis C. Grassi, CPA Class of '87-'88	Managing Partner Grassi & Co. 50 Jericho Quadrangle Jericho, N Y 11753	*Chairman Emeritus* 516-256-3500 516-256-3510 Fax Lgrassi@grassicpas.com
Geri A. Gregor, CPA Class of '08-'09	Partner Grassi & Co. 50 Jericho Quadrangle Jericho, NY 11753	516-336-2496 516-256-3510 Fax [redacted] Cell Ggregor@grassicpas.com
Tom Gubitosi Class of '01-'02	Principle Marie Holdings, Inc. [redacted]t. [redacted]	*1st Vice Chairman* 516-454-6704 516-454-2898 Fax [redacted]
M. Allan Hyman, Esq. Class of '94-'95	Senior Partner Certilman, Balin, Adler & Hyman, LLP 90 Merrick Avenue East Meadow, New York 11554	*Board Counsel/Chairman Emeritus* 516-296-7075 516-296-7111 Fax ahyman@certilmanbalin.com
Carmine Inserra Class of '98-'99	Principal NAI Long Island 3 Huntington Quadrangle Suite 307N Melville, NY 11747	*Chairman Emeritus* 631-270-3030 631-270-3060 Fax Cinserra@nailongisland.com
James P. Joseph Class of '11-'12	Managing Partner Joseph Law Group, PC 666 Old Country Road Suite 303 Garden City NY, 11530	*Treasurer* 516-542-2000 516-542-2001 Fax JJoseph@josephlawpc.com
Richard Kessel Class of '00-'01	President East Coast Progressive Energy Solutions, Inc. 93 Alfred Road East Merrick, NY 11566	*Member At Large* 516-398-6005 516-378-3339 Fax [redacted] Cell Rkessel@richardkessel.com

Joseph A. Lagano Class of '94-'95	[redacted] [redacted]58	*Board Member Emeritus* 516-799-3511 Home [redacted]5 Cell [redacted]
Donna Leto Class of '09-'10	Vice President Brent Mako RE Group [redacted]	*Secretary* 631-420-0070 631-420-0083 [redacted] Cell [redacted]
Robert P. McBride Class of '93-'94	Senior Vice President Park Strategies, LLC 50 Charles Lindbergh Blvd Suite 601 Uniondale, NY 11553	*Chairman Emeritus* 794-9730 794-9718 Fax [redacted] Cell 631-243-0606 Home Fax rmcbride@parkstrategies.com
Stella Mendes Class of '08-'09	3 Times Square 11th Floor New York, NY 10036	631-379-4159 [redacted]
John Murcott Class of '10-'11	President Crowdster Thougthbox@LIU 720 Northern Boulevard Brookville, NY 11548	516-220-3461 772-382-8123 FAX john.murcott@crowdster.com
Bob Nystrom Class of '13-'14	American Credit Card Processing 474 New York Avenue Huntington, NY 11743	631-385-7390 [redacted] Cell bob.nystrom@accpc.com
Laura L. Palker Class of '11-'12	Trade Show Solution Center 200 Broadhollow Road Suite 207 Melville, NY 11747	631-393-5079 [redacted]Cell laura@tssolutioncenter.com
David E. Paseltiner, Esq. Class of '95-'96	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	*Chairman Emeritus* 393-8223 393-8282 FAX [redacted]

Joseph Quatela, Esq. Class of '98-'99	Partner Quatela, Hargraves & Chimeri, PLLC 888 Veterans Memorial Highway Suite 530 Hauppauge, NY 11788	*Chairman Emeritus* 631-482-9700 631-482-9707 Fax 886-6006 Pager [redacted] Cell jquatela@qhmlaw.com
Andrée Sanquini Class of '06-'07	[redacted] [redacted]6	631-488-8269 [redacted]
C. Glenn Schor Class of '10-'11	Chief Operating Officer The Treeline Companies 200 Garden City Plaza Garden City, NY 11530	516-837-8000 516-837-8500 Fax Glenn.Schor@Treelinecompanies.com
Michael T. Schroder, Esq. Class of '92-'93	Partner Schroder & Strom, LLP 114 Old Country Road Suite 218 Mineola, New York 11501	*Chairman Emeritus* 516-742-7430 516-742-7433 Fax Mts@nytaxreview.com
Dominick J. Scotto Class of '95-'96	President USI Construction Practice Group 333 Earle Ovington Blvd. Suite 800 Uniondale, NY 11553	*Board Member Emeritus* 516-419-4089 516-362-8914 Fax Dominick.Scotto@usi.biz
Cathy Stanton Class of '14-'15	Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP 25 Newbridge Road Suite 203 Hicksville, NY 11801	516 471-1748 516 742-3994 fax [redacted]cell cstanton@workerslaw.com
Bruce A. Watterson Class of '12-'13	Senior Vice President/Group Director Signature Bank 1225 Franklin Avenue Garden City, NY 11530	*2nd Vice Chairman* 516-408-5015 516-205-4246 bwatterson@signatureny.com
Angelo Zaffuto Class of '95-'96	President Zaffuto Construction Co., Inc. 162 Atlantic Ave. Lynbrook, NY 11563	*Board Member Emeritus* 516-887-1400 516-887-1944 Fax angelo@zaffuto.org

E-8-16

COUNTY OF NASSAU

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

1. Name of the Entity: FAC, INC.

Address: 50 CLINTON ST., SUITE 107

City, State and Zip Code: HEMPSTEAD, NY 11550

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp NON-PROFIT Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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: 5/21/15

Signed: Rebecca Bell

Print Name: Rebecca Bell

Title: C.O.O.

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

2014 - 2015 EAC NETWORK BOARD OF DIRECTORS

(Updated 10/22/14)

NAME	ADDRESS	BOARD POSITION
Angela Anton Class of '13-'14	Anton Community Newspapers 132 East Second Street Mineola, NY 11501	516-747-8282 [redacted] Cell aanton@antonnews.com
Thomas Boerum Class of '02-03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [redacted]
Ernie Canadeo Class of '13-14	President The EGC Group 1175 Walt Whitman Road Melville, New York 11747	(516) 935-4944 ernie@egcgroup.com
Noreen Carro Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [redacted] Cell 516-285-9268 Fax noreen@lmnprinting.com
John A. Cherpock Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	*Board Member Emeritus* 646-227-4866 646-227-4299 Fax [redacted] Cell john.cherpock@navigant.com
Brian Clarke Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	*Chairman* 516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
Brian Edwards Class of '06-'07	Executive VP/Managing Director Astoria Federal Savings One Astoria Federal Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriafederal.com
Steven J. Eisman, Esq. Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman,Greenberg, Formato & ,Einiger, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	*Chairman Emeritus* 516-328-2300 516-328-6638 Fax seisman@abramslaw.com

Anthony J. Falanga Class of '12-'13	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	516-393-8222 516-393-8282 Fax afalanga@jaspanllp.com
Louis C. Grassi, CPA Class of '87-'88	Managing Partner Grassi & Co. 50 Jericho Quadrangle Jericho, N Y 11753	*Chairman Emeritus* 516-256-3500 516-256-3510 Fax Lgrassi@grassicpas.com
Geri A. Gregor, CPA Class of '08-'09	Partner Grassi & Co. 50 Jericho Quadrangle Jericho, NY 11753	516-336-2496 516-256-3510 Fax [redacted]1 Cell Ggregor@grassicpas.com
Tom Gubitosi Class of '01-'02	Principle Marie Holdings, Inc. [redacted]	*1st Vice Chairman* 516-454-6704 516-454-2898 Fax [redacted]
M. Allan Hyman, Esq. Class of '94-'95	Senior Partner Certilman, Balin, Adler & Hyman, LLP 90 Merrick Avenue East Meadow, New York 11554	*Board Counsel /Chairman Emeritus* 516-296-7075 516-296-7111 Fax ahyman@certilmanbalin.com
Carmine Inserra Class of '98-'99	Principal NAI Long Island 3 Huntington Quadrangle Suite 307N Melville, NY 11747	*Chairman Emeritus* 631-270-3030 631-270-3060 Fax Cinserra@nailongisland.com
James P. Joseph Class of '11-'12	Managing Partner Joseph Law Group, PC 666 Old Country Road Suite 303 Garden City NY, 11530	*Treasurer* 516-542-2000 516-542-2001 Fax JJoseph@josephlawpc.com
Richard Kessel Class of '00-'01	President East Coast Progressive Energy Solutions, Inc. 93 Alfred Road East Merrick, NY 11566	*Member At Large* 516-398-6005 516-378-3339 Fax [redacted]Cell Rkessel@richardkessel.com
Joseph A. Lagano Class of '94-'95	53 Beach Road Massapequa, NY 11758	*Board Member Emeritus* 516-799-3511 Home

		[redacted] Cell [redacted]
Donna Leto Class of '09-'10	Vice President Brent Mako RE Group [redacted]t [redacted]	*Secretary* 631-420-0070 631-420-0083 [redacted]Cell [redacted]om
Robert P. McBride Class of '93-'94	Senior Vice President Park Strategies, LLC 50 Charles Lindbergh Blvd Suite 601 Uniondale, NY 11553	*Chairman Emeritus* 794-9730 794-9718 Fax [redacted] Cell 631-243-0606 Home Fax rmcbride@parkstrategies.com
Stella Mendes Class of '08-'09	3 Times Square 11th Floor New York, NY 10036	631-379-4159 [redacted]n
John Murcott Class of '10-'11	President Karma 411 Thougthbox@LIU 720 Northern Boulevard Brookville, NY 11548	516-220-3461 772-382-8123 FAX johnmurcott@karma411.com
Bob Nystrom Class of '13-'14	American Credit Card Processing 474 New York Avenue Huntington, NY 11743	631-385-7390 [redacted] Cell bob.nystrom@accpc.com
David E. Paseltiner, Esq. Class of '95-'96	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	*Chairman Emeritus* 393-8223 393-8282 FAX [redacted]
Laura L. Palker Class of '11-'12	Trade Show Solution Center 200 Broadhollow Road Suite 207 Melville, NY 11747	631-393-5079 [redacted] Cell laura@tssolutioncenter.com
Joseph Quatela, Esq. Class of '98-'99	Partner Quatela, Hargraves & Mari, PLLC 888 Veterans Memorial Highway	*Chairman Emeritus* 631-482-9700 631-482-9707 Fax

	Suite 530 Hauppauge, NY 11788	886-6006 Pager [redacted] Cell jquatela@qhmlaw.com
Andrée Sanquini Class of '06-'07	[redacted]	631-488-8269 [redacted]
C. Glenn Schor Class of '10-'11	Chief Operating Officer The Treeline Companies 200 Garden City Plaza Garden City, NY 11530	516-837-8000 516-837-8500 Fax Glenn.Schor@Treelinecompanies.com
Michael T. Schroder, Esq. Class of '92-'93	Partner Schroder & Strom, LLP 114 Old Country Road Suite 218 Mineola, New York 11501	*Chairman Emeritus* 516-742-7430 516-742-7433 Fax Mts@nytaxreview.com
Dominick J. Scotto Class of '95-'96	President USI Construction Practice Group 333 Earle Ovington Blvd. Suite 800 Uniondale, NY 11553	*Board Member Emeritus* 516-419-4089 516-362-8914 Fax Dominick.Scotto@usi.biz
Cathy Stanton Class of '14-'15	Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP 25 Newbridge Road Suite 203 Hicksville, NY 11801	516 471-1748 516 742-3994 fax [redacted] cell cstanton@workerslaw.com
Bruce A. Watterson Class of '12-'13	Senior Vice President/Group Director Signature Bank 1225 Franklin Avenue Garden City, NY 11530	*2nd Vice Chairman* 516-408-5015 516-205-4246 bwatterson@signatureny.com
Angelo Zaffuto Class of '95-'96	President Zaffuto Construction Co., Inc. 162 Atlantic Ave. Lynbrook, NY 11563	*Board Member Emeritus* 516-887-1400 516-887-1944 Fax angelo@zaffuto.org

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. Vendor: EAC, Inc. CLDA15000009 (CQDA15000011)

2. Dollar amount requiring NIFA approval: $ 79,398.00

Amount to be encumbered: $ 79,398.00

This is a ___ New Contract ___ Advisement X 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: 06/01/13 to 08/31/16

Has work or services on this contract commenced? X Yes ___ No

If yes, please explain: Service is on-going

4. Funding Source:

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
___ Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
X Grant Fund (GRT)

Federal % ___
State % 100
County % ___

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators

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:

CQHS14000066 01 MEDIATION ALTERNATIVE PROGRAM $39,970.00; CQHS14000007 01 EAC HDM $218,143.00; CQHS14000007 02 EAC HDM $19,750.00; CQSS14000008 01 CONCILIATION SERVICES $119,917.00; CQHS14000006 01 EAC HEMPSTEAD & PORT $3,300.00; CQHS14000006 02 EAC HEMPSTEAD & PORT $195,336.00; CQHS14000006 03 EAC HEMPSTEAD & PORT $13,650.00; CQHS14000006 04 EAC HEMPSTEAD & PORT $339,698.00; CQHS14000006 05 EAC HEMPSTEAD & PORT $96,463.00; CQHS14000008 01 EAC CSI $24,720.00; CQHS15000098 01 MEDIATION ALTERNATIVE PROJECT $39,970.00; CQHS15000050 01 EDUCATION AND ASSISTANCE CORP. 2015 $593,416.00; CQDA15000011 EAC Mediation & Conflict resolutionPrgm $42,200.00.

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon 12/22/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

Contract ID#CQBU16000001

Department: OMB

E-9-16

R10

RUSH!

Contract Details

SERVICE: Indigent Legal Services

NIFS ID #: CQBU16000001

Entry Date: 12/17/2015 Term: from 1/1/2016 to 12/31/2016

New ☒ 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 ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Nassau County Bar Association Assigned Counsel Defender Plan	Vendor ID# 112164392
Address 15th and West Streets, Mineola, New York	Contact Person: Robert Nigro
	Phone 516 747 8448

County Department
Department Contact : Irfan Qureshi
Address 1 West Street , Mineola, New York
Phone 516-571-0462

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)* ☐		Irfan Qureshi	
	OMB	*NIFS Approval* ☐	12/22/15	Ryan Stott	Yes X No
12/22/15	County Attorney	*CA RE&I Verification* ☑	12/23/15	[illegible]	
	County Attorney	*CA Approval as to form* ☐	12/23/2015	[illegible]	Yes X No
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	1/8/16	Concetta A. Petrucci	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/6/16	[illegible]	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 AM 10:51

Contract Summary

PR5254 (8/03)

Contract ID#CQBU16000001 Department: OMB

Description: To provide indigent legal services

Purpose: To comply with Section 722 of the County Law which requires the County to contract ~~with the local bar association~~ for the provision of ~~assigned~~ counsel to indigent criminal defendants and certain civil litigants.

SG 12/23/15

Method of Procurement: Sole source (see comptroller approval form)

Procurement History: The County has been providing counsel to the indigent through the local bar association for many years.

Description of General Provisions: Pursuant to County Law, the County is mandated to provide legal representation to criminal defendants and civil litigants in certain Family Court and Surrogate Court proceedings. Legal representation is provided through the Legal Aid Society and through a panel of private attorneys screened by the Nassau County Bar Association. Panel attorneys are paid in accordance with a fee schedule established by the State. This contract will fund the administration of the program by the Bar Association and the cost associated with attorneys and expert witnesses for the period 1/1/16 through 12/31/16. The funds encumbered reflect the administration costs only and not the total contract amount.

Impact on Funding / Price Analysis: The 2016 budgeted amount is $7,300,000. ($394,638 for Administrative Expenses & $6,905,362 for Attorneys and Experts Fees). The requested contract approval is for the full amount $7,300,000 however, $394,638 is to be encumbered.

Change in Contract from Prior Procurement: There is an increase of $17,814 in the total budget for the year 2016.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1740
Object:	67
Transaction:	967

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 394,638
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 394,638

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1740 67967	$394,638
2		$
3		$
4		$
5	12/23/15	$
6		$
	TOTAL	$394,638

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Irfan Qureshi Date: 12/17/2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/03)

E-9-16

RULES RESOLUTION NO. 10 – 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 THE NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 1-25-16
CONTRO:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Bar Association Assigned Counsel Defender Plan, Inc., in relation to the provision of legal services to the indigent, 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 the Nassau County Bar Association Assigned Counsel Defender Plan, 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: Nassau County Bar Association - Assigned Counsel Defender Plan, Inc.

CONTRACTOR ADDRESS: 15Th and West Streets, Mineola, NY 11501

FEDERAL TAX ID #: 112164392

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III.☐ This is a renewal, extension or amendment of an existing contract. Please See Attached.

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.** The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.

☐ **B.** Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.

☐ **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.

X **E.** The contractor is selected by the County through legislation as way to comply with Section 722 of the County law.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Rosemarie Allen

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

ARTICLE 18-B AGREEMENT

THIS ARTICLE 18-B AGREEMENT (together with any appendices or exhibits attached hereto, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at Nassau County Executive Building, 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as "COUNTY"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and the NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC., a Not-For-Profit corporation duly organized under the laws of the State of New York, having its principal office at 15th and West Streets, Mineola, New York 11501 (hereinafter referred to as "ACDP" or "Contractor").

WITNESSETH:

WHEREAS, Article 18-B of the County Law, as amended, makes it mandatory for the County to provide legal assistance and representation to indigent persons charged with crime committed within the County; and

WHEREAS, Section 722 of Article 18-B of the County Law provides alternative methods whereby counties may provide such legal assistance with representation to indigent persons charged with crime or who are litigants in certain Family Court or Surrogate's Court Proceedings; and

WHEREAS, the County has chosen to comply with Section 722, Sub-Paragraph 4 of the said County Law by providing legal assistance and representation to the indigent by combining use of services furnished by the Legal Aid Society of Nassau County, New York, and that furnished by the ACDP through a plan, pursuant to Subsection 3 of Section 722 of Article 18-B of the County Law and which is attached hereto as Exhibit A (hereinafter "Plan") whereby the services of private counsel are rotated and coordinated by an administrator (hereinafter "Administrator"); and

WHEREAS, the County shall appropriate funds in order to provide legal assistance and representation to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article 6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act or Article 10 of the Mental Hygiene Law; and

WHEREAS, the County contracts with the Legal Aid Society of Nassau County, New York for representation of the indigent in all felony and misdemeanor matters in certain Nassau County Courts, as well as for other miscellaneous criminal proceedings and appeals; and

WHEREAS, the ACDP represents and warrants that it has received and operates under approval of the State administrator; and

WHEREAS, the ACDP is operating a Plan whereby the services of private counsel will be rotated and coordinated by an Administrator; and

WHEREAS, the COUNTY now desires to contract with the ACDP to provide legal services of private counsel as rotated and coordinated by an Administrator in accordance with the Plan.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016. However, within the County's discretion, the term may be extended for six (6) months following the date of termination of this Agreement upon the same terms and conditions, provided that any amounts paid during the period of extension shall be deducted from any subsequent Agreement covering the overlapping period.

2. Services. The ACDP shall maintain an office of Administrator in order to carry out the purpose of the Plan. The ACDP shall furnish qualified personnel, together with the required office space and equipment in order to carry out the Plan, and further agrees as follows:

(a) The Administrator shall be appointed by the Appellate Division of the Supreme Court of the State of New York, Second Department, upon nomination of the Board of Directors of the ACDP (hereinafter "Board"), and shall be subject to removal for cause. The Administrator shall be a resident of the County of Nassau, an attorney in good standing, admitted to practice in the State of New York for a period of at least seven (7) years and with experience in the field of criminal law. The Administrator shall not engage in the practice of law or in other activities deemed inconsistent with such position during the term of office.

(b) The Administrator's salary and all administrative expenses, including salaries of any assistant and/or clerical personnel, shall be an expense of and paid for by ACDP, subject to receiving sufficient funding and grants from the County and New York State, as set forth in the budget (hereinafter "Budget") attached hereto as Exhibit B.

(c) The Administrator shall prepare panels of trial attorneys, and appellate attorneys for the various courts within the scope of the services provided under this Agreement. The Administrator shall screen all applicants for said panels and shall first determine that they meet the written requirements for admission to the various panels before permitting them to serve on any such panel. A copy of said written requirements is annexed hereto and marked Exhibit C.

3. Jurisdiction of the ACDP. The jurisdiction of ACDP shall be limited as follows:

(a) Provision of legal assistance and representation (from the time of initial court appearances) for indigents charged with crime in all District Courts within Nassau County, all Village Justice Courts and in the City Courts of Glen Cove and Long Beach. In addition, the Administrator shall provide counsel whenever any Court having jurisdiction shall determine that the Nassau County Legal Aid Society is unable to furnish counsel because of conflict of interests or any other reason. In such case, the assignment of counsel, so provided, shall be made by the Court.

(b) Provision of legal assistance to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article

6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act or Article 10 of the Mental Hygiene Law.

(c) Assignment of counsel in those circumstances set forth in Section 35 of the Judiciary Law, including the furnishing of counsel to persons to be committed or transferred to a state institution when such person is alleged to be mentally ill, mentally defective, or a narcotic addict. County and ACDP agree that expenses for this additional service shall be paid out of funds of the Office of the State Administrator of the Judicial Conference ("Judicial Conference") and not out of the funds provided for by County.

(d) Representation on all matters pertaining to and set forth in Article 9 of the Mental Hygiene Law of the State of New York. The expense for this additional service shall not be a County charge and responsibility but shall be paid out of the funds of the Office of the State Administrator of the Judicial Conference.

(e) Review, approval, and submission of duly certified claim vouchers completed by attorney's appointed by the court to represent indigents in accordance with Section 81.10 of the New York State Mental Hygiene Law and the holding of the New York State Court of Appeals in the Matter of St. Luke's-Roosevelt Hosp. Ctr. (Marie H.–City of New York) 89 N.Y.2d 889 (1996). Compensation to appointed attorney's shall be determined by the court; provided, however, ACDP shall only submit attorney claim vouchers to the County that are in accordance with the compensation and reimbursement requirements, including the maximum compensation and rate limitations, provided in Article 18-b of the County Law and this Agreement.

(f) Co-Counsel. In the interests of the continuation of development of able and experienced trial counsel, the ACDP shall establish a "Co-Counsel" panel. Any attorney not otherwise listed on a trial panel may be registered to this panel upon application. The members of the "Co-counsel" panel shall be available for appointment to assist the attorney of record at no greater cost to the County.

(g) Law Students. The ACDP may invite third year law school students to participate in the program and to apply for placement upon an appropriate list to be prepared and administered by the ACDP to assist the attorneys certified on the panel lists,

whenever such assistance shall be requested. In no event shall a law school student render legal services, nor shall such law school students be paid.

(h) Service Enlistment. In order to permit all members of the Bar of the County of Nassau to render services in their capacity as officers of the Court, and in keeping with the high tradition of the legal profession, ACDP shall, in addition to recruiting the services of Nassau County Bar Association members, endeavor to enlist the services of all members of the Bar, whether or not members of the Nassau County Bar Association, who are residents of, and/or have an office in, the County of Nassau and are qualified to render service pursuant to Article 18-B of the County Law and the Plan.

(i) Establishment of Indigence. The screening of persons of indigence is handled by the Judges in the various courts. The Administrator shall seek to have all such persons questioned under oath in an effort to ensure that only those who are without sufficient financial means to retain private counsel are deemed eligible for representation by the ACDP's 18B Panelists.

4. Budget.

(a) The Board shall appoint support personnel to assist the Administrator in administering this Agreement. Such personnel shall be under the supervision, direction and control of the Administrator who shall report to the Board. The compensation and additional expenses, if any, to be paid to such personnel shall be fixed by the Board and paid in accordance with the Budget and from such other funds, if any, as may be provided by sources other than the County.

(b) The ACDP shall submit to the County for approval a proposed budget for the ensuing calendar year prior to June 15th of any year during which this Agreement is in effect.

(c) The County and ACDP acknowledge that the budget process pursuant to which the County approves funding for the services to be provided by the ACDP under this Agreement is subject to time constraints outside the control of the parties, and that as of the date of this Agreement the future need and demand for legal services to the indigent during this period of time cannot be stated with certainty. Accordingly, the amount set forth below

for attorney compensation and expenses in Section 6 is an estimate of the amount of funding required to meet the demands for services during the one-year period covered by this Agreement. Therefore, it is acknowledged by both parties that the amount of funding set forth in Section 6 of this Agreement is subject to supplemental funding requests based upon demonstrated need as the actual demand for services is identified during the term of this Agreement and to the extent such funding by the County is required by law or otherwise agreed to by the parties. The County and ACDP shall work together in good faith to provide the services described herein and the necessary funding for the delivery of such services. The approval of such additional funding is subject to all required County or other governmental approvals.

5. Payment. (a) Amount of Consideration. The County shall pay the ACDP as full consideration for all administrative services rendered under this Agreement the sum of Three Hundred Ninety-four Thousand Six Hundred Thirty-eight and 00/100 Dollars ($394,638.00) (hereinafter "Maximum Amount") which shall be allocated to and in payment of administrative expenses for the period January 1, 2016 to December 31, 2016 in accordance with this Agreement and payable as follows: one-third (1/3) of the Maximum Amount shall be payable in advance upon final execution of this Agreement and upon the filing by the ACDP of a duly certified claim voucher approved by the County's Office of Management and Budget, and filed in the Office of the Comptroller of the County (the "Comptroller"). Subsequent monthly installments shall be paid on a reimbursement basis.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the ACDP in arrears and shall be contingent upon (i) the ACDP 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 Comptroller or his or her duly designated representative.

(c) Timing of Payment Claims. The ACDP 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 ACDP 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 ACDP 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 ACDP received notice that the County did not desire to receive such services.

6. Funding for the 18-B Panel. (a) The County shall provide the sum of Six Million Nine Hundred Five Thousand Three Hundred Sixty-two and 00/100 Dollars ($6,905,362.00) for the compensation and allowable expenses of attorneys assigned pursuant to Section 722, Sub-Paragraph 4 of the County Law, and for investigative, expert and other services as provided in Section 722-C of the County Law. Such sum shall be paid upon the submission of duly certified claim vouchers by the assigned attorneys and /or experts ("Attorney Voucher"). All Attorney Vouchers shall be reviewed and approved by the ACDP and, when necessary, shall require the approval of the Court. Compensation for Court appointed attorneys must be approved by the Court. When all necessary approvals have been obtained, the Attorney Vouchers shall be submitted to the County's Office of Management and Budget, or their designee, for filing with the Comptroller.

(b) If, upon the completion of the periodic audit and review of claims and payments under the terms of this Agreement, the amount paid to the ACDP for contract services during the year or for the contract terms exceeds the amount eligible for contract services, the County shall notify the ACDP of the exact amount due to the County. The ACDP shall refund to the County, via the Comptroller's office, by check payable to the "County of Nassau", the amount due for such overpayment within thirty (30) days of such notification.

(c) If the ACDP fails to refund amounts due the County under this Agreement within thirty (30) days after the dates such notice was received, the County may, at the discretion of the County Attorney's office, withhold payments to ACDP for contract services under this or any concurrent agreement.

(d) The County and the ACDP's obligations under this section shall continue beyond and survive the expiration of this agreement.

7. Reimbursement to 18-B Attorneys.

(a) A private attorney appointed pursuant to the Plan shall be compensated upon the submission of his/her claim through an Attorney Voucher in accordance with the rules, regulations and forms promulgated by the Comptroller, and shall include a written statement specifying the time expended, services rendered, expenses reasonably incurred and reimbursement or compensation applied for or received in the same case from any other source, while the case was pending in the Court. Claims for expenses incurred for services shall be supported by a sworn statement. Expenses reasonably incurred are limited to out-of pocket expenses and shall not include any allocations for general office overhead, such as rent, local telephone services or secretarial help. Attorneys shall not be compensated for travel time to or from court, time between court sessions such as lunchtime, nor for time involved in the preparation of claim vouchers and accompanying documentation. However, attorneys shall be compensated for travel time to and from the Nassau County Correctional Center. Before any claim for services shall be submitted to any court, it shall first be submitted to the Administrator for review and approval. In the event it can be ascertained in advance that a case will involve an unusually large amount of work by an attorney, it is incumbent upon the Administrator to be in contact with said attorney regarding same so that the Administrator can determine, in conjunction with the attorney, what action must be taken. The Administrator will then be able to better verify claims which exceed the maximum amount allowable or which reflect a greater amount of work than normally required on the particular type of case involved. The Administrator shall then forward such claim to the appropriate Court with his/her comments, if any. For representation on appeal, compensation and reimbursement shall be fixed by the appellate court. For all other representation, compensation and reimbursement shall be fixed by the Court where judgment of conviction or acquittal or order of dismissal was entered. Unless good cause is shown, claims for attorney's fees, expenses and services shall be submitted to the Court not later than 45 days after the attorney has submitted the Attorney Voucher to the Administrator which shall be within 45 days after the Court has finally disposed of the case.

(b) The Administrator shall forthwith forward, without unreasonable delay, all approved Attorney Vouchers to the Comptroller or the Comptroller's designee for payment.

(c) In the event that other appropriate forms are prepared and furnished by the Comptroller, they shall be used, where applicable, in all proceedings under this Plan.

(d) ACDP shall maintain such records to be kept and reports to be made by the Administrator as the Judicial Conference may require.

8. Accounting Procedures; Records. The ACDP 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, as the ACDP 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 therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. Notwithstanding the above, no information shall be required which may impair professional privileged communications.

9. 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.

(b) The Plan of ACDP may be changed from time to time as experience and circumstances require for the proper administration of criminal justice with the approval of the Judicial Conference and the consent of the County Executive.

(c) In the event that during the term of this Agreement decisions of the Supreme Court of the United States or another court of proper jurisdiction requires representation at any earlier stage of proceedings than required under this Agreement, the ACDP agrees to amend this Agreement to provide such earlier representation under terms and conditions as the parties shall agree upon and in accordance with this Section, including the additional funding necessary to carry out such services.

10. Minimum Service Standards.

(a) The ACDP shall, and shall cause ACDP Agents, as defined in Section 13, herein, to deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the ACDP operates. The ACDP shall use its best efforts to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all ACDP Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(b) In connection with the termination or impending termination of this Agreement the ACDP 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 ACDP's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(c) No Conflicts. The ACDP hereby warrants that there is no conflict of interest with the activities to be performed hereunder and that the ACDP shall advise the Nassau County Attorney's office in writing of any conflict or potential conflict of interest that exists or arises in the future. Should a conflict of interest exist or arise after execution of this agreement and during its duration, County has the right to insist that the ACDP eliminate the source of the conflict, cancel the contract without liability or obligation to compensate the ACDP for any services performed under this Agreement for the period subsequent to such notice of cancellation, or to take no action at its discretion. The County's decision to take no action in

the case of a conflict or potential conflict is not a waiver of its rights in the instant case or in the future and it reserves all of its rights under this agreement.

(d) The ACDP further agrees that in providing the necessary personnel to carry out the purpose of this Agreement that it shall hire only residents of the County or persons with offices in the County, unless, in the case of experts, no such personnel are available.

11. Compliance with Law.

(a) Generally. The ACDP 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 ACDP is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the ACDP agrees as follows:

(i) The ACDP 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. The ACDP 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 ACDP to inform the County of any material changes in the content of its Certification of Compliance, attached hereto 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 ACDP acknowledges that ACDP Information in the County's possession may be subject to disclosure under Article 6 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 ACDP of such request prior to disclosure of the Information so that the ACDP may take such action as it deems appropriate.

12. No Arrears or Default. The ACDP 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.

13. Independent Contractor. The ACDP is an independent contractor of the County. The ACDP shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the ACDP (a "ACDP 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).

14. Indemnification; Defense; Cooperation. (a) The ACDP 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 ACDP or a ACDP 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 ACDP 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 ACDP shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the ACDP'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 ACDP is responsible under this Section, and, further to the ACDP's indemnification obligations, the ACDP shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The ACDP shall, and shall cause ACDP 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 ACDP and/or a ACDP Agent in connection with this Agreement.

(d) The County acknowledges that the ACDP is defined in this Agreement to mean only the Nassau County Bar Association Assigned Counsel Defender Plan, Inc., a Not-For-Profit corporation, and does not include the Nassau County Bar Association or its other affiliates, which are separate and independent entities.

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

15. Insurance. (a) Types and Amounts. The ACDP shall obtain and maintain throughout the term of this Agreement: (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) compensation insurance for the benefit of the ACDP's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time reasonably require.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the ACDP pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The ACDP shall be solely responsible for the payment of all deductibles to which such policies are subject, to the extent such liability is not caused by the negligence or intentional misconduct of the County. The ACDP 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 ACDP 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 ACDP shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The ACDP 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 ACDP to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the ACDP 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.

16. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the ACDP, (ii) for "Cause" by the County immediately upon the receipt by the ACDP of written notice of termination, (iii) upon mutual written Agreement of the County and the ACDP, 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 funding for the services to be provided under this Agreement.

(b) By the ACDP. This Agreement may be terminated by the ACDP if performance becomes impracticable through no fault of the ACDP, where the impracticability relates to the ACDP'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 ACDP delivering to the County Attorney, 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 ACDP 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 ACDP's right to terminate under this subsection. A copy of the notice given to the County Attorney shall be given to the Deputy County Executive who oversees the administration of the Office of the County Attorney (the "Applicable DCE") on the same day that notice is given to the County Attorney.

17. 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 ACDP 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 ACDP shall send or deliver copies of the documents presented to the Applicable DCE under this Section to 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 ACDP shall allege that the above-described actions and inactions preceded the ACDP'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. 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.

19. 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 County Attorney, to the attention of the County Attorney at the address specified above for the County Attorney, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the ACDP shall obtain from the County Attorney) 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 ACDP, to the attention of the person who executed this Agreement on behalf of the ACDP at the address specified above for the ACDP, or in each case to such other persons or addresses as shall be designated by written notice.

20. 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.

21. 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.

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 parties have executed this Agreement as of the Effective Date.

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

By: Martha Krisel

Name: Martha Krisel

Title: President, NCBA

Date: 12/14/15

COUNTY OF NASSAU

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14th day of December in the year 2015 before me personally came Martha Krisel 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 Nass. Co. Bar Assoc. Assigned Counsel Def. Plan, Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Peter G. Leventhal

NOTARY PUBLIC
State of New York
Qualified in Nassau County
No: 02LE4748969
Expires July 31 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.

HISTORY

Article 18B of the New York State County law was approved on July 16, 1965 and required that individual counties throughout the State provide counsel, investigative services, expert services and other services to indigent persons accused of crimes.

Section 722 of Article 18B provided counties with several alternative methods of fulfilling this requirement. Two of those methods were (1), for the county to provide counsel and other services pursuant to a contract with a "private legal aid bureau or society" and (2), pursuant to "a plan of a (local) bar association". These are the two methods chosen by Nassau County.

Pursuant to this choice, on January 24, 1966, by Resolution No. 60-1966, the Nassau County Board of Supervisors authorized the County Executive to enter into a contract with the Nassau County Bar Association for "the maintenance of an office of Administrator to provide legal representation in certain criminal matters".

The "Assigned Counsel Defender Plan", as the Bar Association's plan became known, provides legal representation to certain indigent defendants charged with crime in Nassau County. The program was previously administered through the Nassau County Commissioner of Accounts. It is presently administered through the Nassau County Attorney's Office.

On May 22, 1992, the Assigned Counsel Defender Plan was formally incorporated as the "Nassau County Bar Association Assigned Counsel Defender Plan, Inc."

The Office of the Assigned Counsel consists of the Administrator, 2 full time personnel and 1 part time clerk. Together, these 4 personnel are responsible for the administration of all aspects of the work of the 260 private attorneys who comprise the panel.

That administration includes providing representation in all village Police Justice Courts, the City Courts of Glen Cove and Long Beach, Nassau County District Court, Nassau County County Court, Nassau County Family Court, Nassau County Surrogate's Court, the New York State Appellate Term and the New York State Appellate Division; reviewing qualifications of private attorneys who seek panel membership; arranging continuing legal education classes to assure continuing quality representation; reviewing and investigating complaints by members of the public concerning alleged attorney misfeasance; dealing with the judiciary to handle ongoing day to day problems concerning attorneys, experts or other matters pertaining to individual cases; monitoring the random assignments of panelists to individual court parts (Arraignment B, the "511 Vacate" Part, Part 11, Part 12, Part 9) on a daily basis to assure fairness; and reviewing

the approximately 5,900 vouchers submitted by panelists each year to ensure accuracy and compliance with the rules established by this office and by Nassau County.

RULES AND REGULATIONS

1. Service on the 18B Panel is a privilege, not a right. Continuing membership in good standing requires the Panelist's compliance with all Rules and Regulations herein set forth.

2. Professionalism – It is expected that every attorney on the Nassau County 18B Panel will at all times conduct him/herself with the utmost of professionalism. This means that every assigned case should be handled in the same manner as if it were a privately retained case. If it is in the best interest of the client to take a favorable disposition, that should be done. If it is the best interest of the client to proceed to trial, that should be done. Although the 18B rates are lower than private fees, no one is forced to participate. Low rates are therefore no excuse for second rate representation. Anyone who views 18B defendants as second class clients is not welcome on this Panel and is asked to refrain from applying or continuing on the Panel.

3. A District Court Panelist may only handle misdemeanor cases. A County Court Panelist may handle any case, other than a class "A" felony or a class "B" non drug felony. A Major Felony Panelist may handle any case.

4. District Court Panelists will receive "Attorney of the Day" assignments to Arraignment B / 511 Vacate, and to Parts 10,11 and 12.

5. County Court and Major Felony Panelists will receive "Attorney of the Day" assignments to Part 9.

6. All Panelists are paid at the statutory rate of $60 per hour for in and out-of-court time for misdemeanors, and $75 per hour for in and out-of-court time on all other cases.

7. Section 691.16 of the Appellate Division Rules specifically prohibits Panelists from accepting private retainers from any indigent defendants. The language reads as follows:

   (b) No attorney assigned by a court as counsel for an indigent defendant in any criminal case shall, during the pendency thereof, accept a private retainer to represent the defendant in that or any other case.
   (c) Violation of this section shall result in the removal of the attorney's name from the panel of attorneys eligible to receive assignment pursuant to article 18-B of the County Law and shall constitute a violation of § 1200.3 (5) of this Title.

8. Panelists should visit incarcerated defendants within 48 hours of assignment. Travel time to and from court is not billable, but travel time to and from the jail is billable.

9. Panelists should communicate with assigned clients by letter or telephone immediately after each court appearance, especially when there was a conference and the incarcerated defendant was not produced.

10. If a client is on parole, the Panelist should notify the defendant's parole officer immediately that an arrest was made. The Panelist may handle the parole violation (if the defendant is violated) only if he/she is on the parole panel.

11. "Attorney of the Day" Assignments are made twice each year. In November, assignments are made for the first 6 months of the upcoming year. In May, assignments are made for the final 6 months of that year. On each occasion, Panelists are asked to request a certain number of "Attorney of the Day" assignment dates. It is expected that each Panelist will comply with this request and take a fair share of assignment dates each year. Panelists who do not respond to two succeeding requests for such dates (i.e. who do not appear as "Attorney of the Day" for a full year) will be removed from the Panel.

12. For specific "Rules and Regulations" regarding Arraignment B, 511 Vacate Part, Part 9 and vouchers, click on those specific topics or on our website (nassau18b.org).

13. Benefits – The Nassau County Assigned Counsel Defender Plan offers 6 hours of free CLE for all Panelists in good standing. One 3-credit program is offered in the Fall and a second 3-credit program is offered in the Spring. Traditionally, the Fall program is devoted to a criminal law and procedure update. The Spring program varies from year to year.

14. Leaves of Absence are permitted for up to six months for personal or medical reasons, with no loss of benefits. After six months, benefits will be discontinued except for Panelists with documented medical justification approved by the Administrator. After twelve (12) months, no Panelist will be considered in "leave" status except for those with documented medical justification approved by the Administrator. Except as so noted, those who do not return to active status after twelve months will be removed from the Panel and must submit a new application to be re-considered for reinstatement.

15. Each year, from September 1st through the following August 31st, every Panelist is required to complete 6 hours of CLE credits relating to criminal law, family law, and/or trial practice. In recognition of this, we offer 6 hours of free CLE programs each year to all Panelists. Unless the program you attend is an 18B sponsored program run by the Nassau Academy of Law, however, we will not know about it. In the event you do attend a non 18B sponsored program, **it is your responsibility to notify us.** Unlike New York State requirements, 18B credits cannot be carried over from one 12 month period to the next. Anyone who has not obtained 6 such CLE credits between September 1st of one year and August 31st of the following year will be removed from the Panel. Once so removed, no one will be considered for reinstatement until an additional 6 months have elapsed and until such former Panelist presents current evidence of full C.L.E. compliance.

16. Vouchers must be submitted within 45 days of completion of an "attorney of the day" assignment or completion of an assigned case.

17. Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by the Nassau County Comptroller.

18. In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant's right to appeal be preserved. In that regard, counsel must familiarize him/herself with Appellate Division Part 671. A copy of Part 671 can be found by clicking on the "Appellate Duties" link or on our website (nassau18b.org).

19. Duration of Representation: Once assigned to a case you remain the attorney of record until specifically relieved by the court. You are obligated to make every court appearance yourself unless you have submitted an affidavit of actual engagement conforming to Court Rules.

ARRAIGNMENT B / 511 VACATE CALENDAR

One of the "Attorney of the Day" assignments for District Court Panelists is to the "Arraignment B" and the "511 Vacate" Calendars.

ARRAIGNMENT B CALENDAR

The Arraignment B calendar is called every morning, Monday through Friday, in the Arraignment B courtroom at 99 Main Street in Hempstead. The calendar consists largely of persons who received appearance tickets on misdemeanors and violations in lieu of having been arrested. Many defendants appear with attorneys. Some do not.

There is an 18B District Court Panelist assigned to this courtroom every day. The job of this attorney is to represent every defendant who appears in court without an attorney. This is so regardless of the defendant's ability to pay. While the 18B attorney normally just represents these defendants for arraignment purposes only, if a disposition of the case is possible and is determined to be in the best interest of the defendant, such disposition can be taken in Arraignment B, at no cost to the defendant. The basic principle of representation by the 18B Attorney in the Arraignment B Part is to provide efficient and just dispositions whenever possible to all defendants appearing without counsel and to arraign all others in an expeditious manner.

In the normal course of events, the 18B attorney will not be assigned any cases in Arraignment B. After the arraignment, in cases where no disposition is taken, the 18B attorney should instruct the defendant to return to court on the adjourned date with a private attorney. If the defendant cannot afford an attorney, that should be conveyed to the judge during the arraignment. If the court is satisfied that the defendant is indigent, the case will be adjourned to a Legal Aid Part. (Part 10, 11 or 12).

The 18B Panelist should be present by 9:30 AM and should introduce him/herself to the clerk of the part upon arrival. The attorney should be prepared to serve Requests for Supporting Depositions on the Court in appropriate cases. Shortly after arrival, and before the judge takes the bench, the attorney of the day should introduce him/herself to the assemblage and explain that he/she has been assigned by the court to represent all defendants who do not have an attorney, for today only, at no cost to them. All such defendants should be asked to see the attorney outside of the courtroom and before the calendar is called. The attorney should then distribute the approved information form and questionnaire to each such defendant, direct that they complete it, and endeavor to speak to each such defendant before the calendar is called.

No retained cases are to be handled by you in Part B or elsewhere on the date you serve as Attorney-Of-The-Day.

Since an "Attorney Client" relationship does exist between you and every defendant you represent in Arraignment B, it is permissible for you to distribute your

business card to each such person, or to transcribe the information form and questionnaire onto your letterhead and permit those persons to take such paperwork home with them after the arraignment.

On the other hand, it is impermissible for you to use your 18B status as a means of soliciting private business. If any non indigent defendant in Arraignment B seeks to retain you to handle their case on an adjourned date or dates, that is permissible, as long as it is their idea. Under no circumstances, however, are you to accept money from a defendant while you are serving as Attorney of the Day. Any retainer, assuming it is at the request of the defendant, must be made on a day other than the Arraignment B date, or after the conclusion of the calendar calls in both Arraignment B and the 511 Vacate part.

With that in mind, those of you who distribute your business card may advise the defendant that you are available to answer any questions he or she may have, but you should not initiate further contact with the defendant by telephone or by mailings of any kind. The foregoing prohibitions against initiating further contact apply not only to the 18B attorney of the day, but also to all of his or her partners, associates, paralegals, secretaries, etc.

Please keep in mind that Assigned Counsel's main purpose in being in Arraignment B is to assist the court, to move cases fairly and expeditiously and to perform services for all defendants requiring assistance of counsel for purposes of arraignment and possible disposition.

511 VACATE CALENDAR

This calendar takes its name from Vehicle and Traffic Law § 511, operating a motor vehicle with a revoked or suspended license.

When people get stopped for some traffic infraction and fail to appear in court, their license will be suspended and an arrest warrant will issue. They may learn that they have a suspended license and a warrant when they're stopped for another traffic infraction or when they apply to DMV for something. Once they learn of their problem, they can go to the clerk's office on the first floor of District Court and ask to have their warrant vacated.

Every day the clerk makes up a special calendar (511 vacate) consisting of people who come in that morning. The clerk's office closes at noon for this calendar. The calendar is posted on the bulletin board outside of the Arraignment B courtroom and the calendar is called in Arraignment B at 2:00 P.M.

Sometimes names will appear on the calendar and the people won't appear (even though they came in to resolve the matter) in this courtroom. Sometimes they have private attorneys who appear with them.

When they do appear and don't have private attorneys, they're represented by the 18B attorney of the day. The 18B attorney should explain that nothing will be settled today because the DA's office doesn't have the file. The purpose is to get the warrant vacated and the "scof" lifted (the suspension lifted). The defendant must then get an attorney for the next court appearance.

In old times, when traffic court was in District court, the courts would suspend licenses for failure to appear but not issue a warrant. Now, with 511 being a misdemeanor, they're issuing suspensions and warrants. Note that if a defendant has a 511 violation, he/she will have some other ticket also (that led to the 511).

If a defendant says he can't afford an attorney, he will be screened by the court and, if eligible, will be assigned an attorney at his next court appearance.

Information sheets and questionnaires are available for the 511 Vacate courtroom just as they are for the "Arraignment B" calendar. The same rules that apply in "Arraignment B" apply equally to the "511 Vacate" Calendar. You may distribute your business cards to those you represent or you may transcribe the information sheet and questionnaires onto your letterhead and distribute them. On the other hand, you may not solicit business nor may you initiate further contact with such defendants. See the Arraignment B rules, supra, for particulars.

PROHIBITIONS AGAINST SOLICITATION IN ARRAIGNMENT B AND 511 VACATE PARTS

The following rules must be strictly followed. Any violation of these rules is cause for dismissal from the panel.

- As a rule, the 18B attorney of the day in Arraignment B is there to represent, for that day only, every defendant who appears without an attorney. (From time to time, you may be assigned a case in Arraignment B, but it is the rare exception and not the rule.) Usually, representing such defendants "for that day only" means for arraignment purposes only. Where an appropriate disposition can be taken on a given case, however, it should be taken as part of your attorney-of-the-day duties. Under no circumstances may you accept a fee for taking a disposition on a case in Arraignment B.

- Since you deal with non indigent defendants in Arraignment B, and since their cases are usually not disposed of in Arraignment B, it is permissible for such defendants to retain you for any future court dates, as long as it is their idea to do so. With that in mind, you may not use your 18B status in an effort to solicit them to retain you. This means that you should advise non indigent defendants that it is their responsibility to get a lawyer before they return to court on the adjourned date.

- Since there is an attorney client relationship in Arraignment B, you may give your business card to such defendants and you are encouraged to use the approved information sheets and questionnaires for Arraignment B and to transcribe such information sheets and questionnaires onto your letterhead and give them to the defendants.

- You may not tout your own ability to handle a particular defendant's case or any case in an effort to have such defendant retain you privately.

- You may not tell any defendant to call you before the next court date in an effort to have such defendant retain you privately.

- You may not tell any defendant that you will represent them if they can't find another attorney in an effort to have such defendant retain you privately.

- You may not quote a fee to any defendant while you are acting as attorney-of-the-day in an effort to have such defendant retain you privately.

- You may not, under any circumstances, accept any money from any defendant while you are acting as attorney-of-the-day.

- You may not handle any retained case while you are serving as attorney-of-the-day. If you have a previously retained case scheduled for the same day as your Arraignment B date, have someone else cover the retained case or call this office and we will have someone else cover the Arraignment B assignment.

- If the defendant asks if you can represent them on their next court date, you may do so as long as it is their idea, but you are not to quote any fee or accept any money from such defendant while serving as attorney-of-the-day. Rather, if such defendant indicates that he/she is considering retaining you, you should instruct him/her to see you in your office or in the courthouse, after your 18B duties in Arraignment B and in the 511 vacate part are fully concluded. Stated another way, **no private retainer agreement should be discussed, begun or concluded while you are serving as attorney-of-the-day.**

- After a defendant has been arraigned and given an adjourned date, unless that defendant has indicated that he/she has decided to use your services, you are not permitted to initiate further contact with such defendant by telephone or by mailings of any kind.

- Similarly, if a defendant says he/she will call you to have you represent them and if they do not thereafter call you, you may not call them to check on them or for any other reason.

PARTS 10, 11 and 12

Parts 10, 11 & 12 are Legal Aid parts. They are adjacent to each other. One District Court 18B "Attorney of the Day" is assigned to these parts every weekday. The attorney should introduce him/herself to the clerk of each part and be prepared to be present in one of the parts. He/she should advise all clerks of his/her whereabouts.

In the event that the attorney seeks to handle a private matter in the same courthouse, he/she should advise the clerks of this fact, and of his/her pager number. In no event should any such absence be for an extended time period, and in no event is such private time to be billed as an 18B expense.

PART 9

Part 9, although technically a District Court part, serves as a felony screening part and consists of cases on which felony complaints have been filed. Two 18B "Attorneys of the Day" (one County Court Panelist and one Major Felony Panelist) are assigned to Part 9 on a daily basis. One serves as the primary attorney and the other as backup attorney. The primary attorney should introduce him/herself to the clerk upon arrival and remain in the Part until the calendar is concluded. This attorney will be assigned all cases on which the Legal Aid Society has a conflict, or where a split fee agreement exists.

The backup attorney should also introduce him/herself to the clerk and remain in Part 9 to assist the primary attorney (by taking some of the assignments if there are a large number) but the backup attorney is also required to go to individual County Court Parts when a Legal Aid conflict develops and an 18B attorney's presence is required.

Applicants who in the opinion of the Administrator do not have sufficient experience in the daily operation of Part 9 in Nassau County are required to spend time in Part 9, trailing an experienced 18B Panelist. This is a training period for the applicant and is not reimbursable. No applicant will be given any Part 9 assignments unless he/she has first completed this requirement.

ADDITIONAL DUTIES OF 18B COUNSEL

In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant's right to appeal be preserved. In that regard, counsel should familiarize him/herself with Appellate Division Part 671.

VOUCHERS

In order to be paid, Panelists must submit vouchers to this office. There are two types of vouchers: a short form (County) voucher and a long form (18B) voucher. For each case, submit 2 short and 2 long. Keep a third copy of each for your records.

If you want to print out long form vouchers from our website be sure to first **put legal size paper in your printer, and if necessary, change your printer setting to legal size paper.** (This usually involves hitting "print", then "properties", "paper", "legal" and "OK".) We cannot accept long form vouchers on letter-sized paper.

Vouchers should be submitted within 45 days from the date when an attorney-of-the-day assignment is completed or when a case is completed (by sentencing or, if applicable, by your filing a Notice of Appeal).

There is no payment for voucher preparation. Use of "research" or "file closing" as a euphemism for voucher preparation is unacceptable. Any panelist who is found to submit inflated or false vouchers will be dismissed from the Panel.

Disbursements will be paid when accompanied by receipts or other backup material but items such as local telephone calls and stenographic services are considered to be overhead and not disbursements.

When in court, the lunch break is not considered as time for which payment will be made.

In-court hours are to be billed on an actual time basis. This means that your rider should note your arrival time [e.g. 9:30 a.m.] and departure time [e.g. 10:30 a.m.].

If you have several cases on for the same date, you may only bill for the actual time spent in court. If, for example, you are defending clients "A" and "B" from 9 AM to 11 AM on a given date, you should divide the 2 hours between the 2 clients: e.g. 1 & 1, ½ & 1 ½ etc.

New York County Law § 722-b provides a maximum counsel fee of $2400 in a misdemeanor and $4,400 for all other cases, unless extraordinary circumstances are present. Payment is based upon the nature of the original charge in the information or indictment. If the original charge is a felony, all billing is at $75 per hour, even if the case is disposed of as a misdemeanor or violation.

In the event that there is prolonged litigation and the hours of services for which payment is to be made cause the voucher to exceed the statutory maximum, even by one dollar, an affirmation of extraordinary circumstances must also be submitted. Extraordinary circumstances include, among other, complex legal issues, necessity for hearings, necessity for trial, and multiple defendants.

If a case is disposed of in County Court be sure that an Indictment number or SCI number is on your voucher.

Panelists should understand that the Administrator does not set counsel's fee. The fee is statutory and set by the Trial or Appellate Courts depending on whether the services were rendered in the Trial or Appellate Courts.

Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by The Nassau County Comptroller.

Submission of Old Vouchers

Our rules require that vouchers be submitted within 45 days of the disposition of a case. My philosophy is that if you have done the work you should be paid for it, regardless of the age of the voucher. I will therefore submit all vouchers for payment regardless of their age. I strongly advise, however, that if you are submitting vouchers that are over 8 months old, you also submit an affirmation of explanation. Many judges will not sign old vouchers without such an explanation. The best scenario, of course, is for you to comply with the 45 day Rule whenever possible.

PROPER PROCEDURE FOR BILLING OF HOURLY FRACTIONS

You should bill for actual time spent on a case, as follows:

.05 (for 3 minutes)

.10 (for 6 minutes)

.15 (for 9 minutes)

.20 (for 12 minutes)

.25 (for 15 minutes)

If in doubt, use the closest fraction. If, for example, you are on a telephone call for 5 minutes, bill me for .10 hours and not ¼ of an hour. Be sure to bill in fractions (.05, .10, .15 etc) and not minutes.

INTERIM VOUCHERS

Given the increasing number of specialized courts where defendants' cases are adjourned for lengthy periods for treatment purposes, I am changing the rules on voucher submissions.

From now on, attorneys who represent a defendant in the Family Treatment Court may submit an interim voucher after the dispositional phase and a final voucher after graduation or, in the alternative, when permanency has been achieved.

Attorneys who represent a defendant in the Drug Treatment Court may submit an interim voucher after the plea is taken and a final voucher after graduation or completion.

Attorneys who represent a defendant in a DTAP case may submit an interim voucher after the plea is taken and a final voucher when the plea is vacated or the defendant sentenced.

Please remember that your representation of such defendants **continues** after the interim voucher has been submitted and that it is your responsibility to appear on behalf of your client during the treatment period whenever the Court determines that your presence is required. You will be compensated for such appearances when you submit your final voucher.

INTERIM VOUCHERS

In my last correspondence, I told you that it was acceptable for you to submit interim voucher on cases in the Drug Treatment Court, Family Treatment Court and DTAP. Please note, however, that when you submit an interim voucher, you should print the words "INTERIM VOUCHER" in Bold Caps immediately following "Case Synopsis". When you submit a final voucher on the case, you should print the words "FINAL VOUCHER. AMOUNT PREVIOUSLY RECEIVED: $XXX" in Bold Caps immediately following "Case Synopsis". Obviously, you should thereafter add whatever individual case synopsis is appropriate.

VOUCHERS SUBMITTED IN CONNECTION WITH NEW PERMANENCY LEGISLATION

Under the new permanency legislation in Family Court, Article 10 cases involving children placed outside the home, which used to involve Orders of Placement with one year expiration dates, are now being calendared every six months, with automatic permanency hearings scheduled every six months unless and until the child is returned to the home. **We are treating each permanency hearing, together with the permanency conference held 30 days before such hearing, as a new case.** This means that the Family Court Panelist originally assigned may submit a voucher after the initial removal, and a new independent voucher, for every permanency conference and hearing thereafter. These vouchers will not be treated as interim vouchers as in the case of Family Treatment Court, Drug Treatment Court or DTAP, but as new vouchers on new cases. The $4400 cap on any single case will thus begin again with each new permanency conference and hearing. The attorney originally assigned to a party will remain as the assigned attorney for the duration of all such hearings even though they are considered to be new cases for purposes of voucher submission. **It is expected that every such attorney will see his/her client before each permanency hearing and to attend each permanency conference held in advance of each such hearing.**

ASSIGNED COUNSEL DEFENDER PLAN

PATRICK L. McCLOSKEY
ADMINISTRATOR

JOANNE FERRANTE
ADMINISTRATIVE ASSISTANT

DINA FERRANTE
ADMINISTRATIVE SECRETARY

MARIE PASCUZZI
CLERICAL ASSISTANT

15TH AND WEST STREETS
MINEOLA, NY 11501

TEL: 516-747-8448
FAX: 516-873-8032
web: nassau18b.org

January 30, 2007

Re: Assigned Counsel in Supreme Court

Dear Family Court Panelist:

A new subdivision 8 was added to section 35 of the Judiciary Law last year, pursuant to which Justices in Supreme Court are required to provide assigned counsel to indigent adults in Supreme Court in all cases where "if such proceedings were pending in family court such court would be required by section two hundred sixty two of the family court act to appoint counsel".

I have provided all of the matrimonial Judges in Supreme Court with a current list of all Nassau Family Court panelists. You may thus be called upon to represent someone in Supreme Court. Please note, however, that subdivision 5 of Section 35 states that "All **expenses for compensation and reimbursement under this section shall be a state charge**" (emphasis supplied)

Thus, you should not use the vouchers that are used in Family Court when you seek to be paid. Rather, you must complete a State Court voucher entitled "Assigned Counsel Voucher – Judiciary Law 35 (8)" and an "Attorney Activity Sheet". These vouchers, copies of which are enclosed, **do not go through this office.** They must be approved by the presiding Supreme Court Justice and then forwarded to the Chief Clerk of the Supreme Court. Finally, please note that the State will not pay you for representation associated with divorce, annulment or equitable distribution, and this office has no authority to do so. You should be guided accordingly.

Good Luck in this new endeavor.

Very truly yours,

Patrick L. McCloskey

EXPERTS

We have an Expert's Panel, consisting of experts in various fields. A copy of the Experts' Panel can be found at our website ("Nassau18B.org"), by clicking on "Experts" on the homepage.

Please note that, if you seek to engage the services of an expert, **you must use one of the experts on the Experts' Panel.** If you want to use an expert who is not on the Panel, call me first and I will try to arrange for that person's acceptance onto the Panel. Bottom line: unless the person is on the Experts' Panel, they will not be paid.

A second prerequisite to using an expert is that you must first obtain a Court Order authorizing the use of such expert. Sample motions and orders can be found on our website by clicking on "Motions" on the homepage. Note: **all motions for experts are made ex parte. You should not notify or serve such papers on the District Attorney's office.**

At present, the statutory limit for a payment to an expert is $1,000 per case, absent extraordinary circumstances (County Law § 722c). If services will cost more than $1000, counsel should prepare a Supplemental Order for the Court, outlining in specific language the need for extraordinary services in excess of the statutory maximum. Need and indigency must be shown in the affidavit. It is far easier to have the court approve an extra expense before it's incurred than afterward. It is counsel's responsibility to assist the expert in recovering fees for services rendered.

Where counsel believes that an investigator is necessary, he/she should apply to the court for an order, unless circumstances dictate that an investigator be employed immediately; in that case, the attorney should later apply for a non-pro-tunc order. Note: we have a short form Affirmation and Order that can be used for investigators. Call this office if you need a copy.

Counsel should not pay the investigator or any expert out of his/her own funds. The expert should submit his/her own voucher as soon as the services are completed. Counsel should approve the voucher and make sure a copy of the Court Order is included. The paperwork should then be submitted to this office for processing.

EXHIBIT B

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

BUDGET

JANUARY 1, 2016 – DECEMBER 31, 2016

ADMINISTRATOR	$ 112,429.00
ADMINISTRATIVE ASSISTANT	$ 62,768.00
ADMINISTRATIVE SECRETARY	$ 58,379.00
CLERICAL ASSISTANT P/T	$ 16,665.00
PAYROLL TAXES (FICA)	$ 21,000.00
HEALTH INSURANCE	$ 35,200.00
SUPPLIES	$ 4,000.00
POSTAGE	$ 800.00
TELEPHONE	$ 2,500.00
ACCOUNTING SERVICE	$ 10,000.00
OFFICE REPAIRS COPIER RENTAL	$ 5,000.00
RENT	$ 29,332.00
LEGAL PUBLICATIONS	$ 1,450.00
COMPUTER SERVICES	$ 11,980.00
OFFICE EQUIPMENT REPAIRS	$ 1,000.00
GENERAL LIABILITY INSURANCE	$ 2,135.00
PROFESSIONAL LIABILITY INSURANCE WITH DEDUCTIBLES	$ 20,000.00
TOTAL ADMINISTRATIVE EXPENSES	$ 394,638.00
ATTORNEY AND EXPERT FEES	$ 6,905,362.00
TOTAL BUDGET	$ 7,300,000.00

EXHIBIT C

Panels

We have panels for misdemeanors, felonies, major felonies, Surrogate's Court, Family Court, parole revocations, criminal appeals and Family Court appeals.

Additional pages....

Nassau County
Assigned Counsel
Defender Plan
15th & West Sts
Mineola, NY, 11501
Phone 747-8448
Fax # 873-8032

October 7, 2015

General Qualifications for 18-B Criminal Panels

1. The applicant must be a full time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.

2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.

3. Each applicant must either live or maintain an office in Nassau County.

4. Applicants to the various panels must have the indicated number of years of experience in practice at the Bar. This does not mean admission to the Bar but actual practice.

a. District Court
(Including Glen Cove and Long Beach Court) 1 Year
b. County Court 4 Years
c. Major Felony Panel 5 Years

5. Notwithstanding the foregoing, an applicant may gain admission to the County Court or Major Felony panel, with fewer than the stated years of experience, if the Assigned Counsel Screening Committee, in conjunction with the Assigned Counsel Administrator, determine that said applicant's prior criminal experience in a District Attorney's office, Legal Aid Society or Public Defenders Office warrants such admission.

6. Notwithstanding any other provision of these general qualifications or of the specific qualifications for the individual panels, an applicant may gain admission to any panel if he/she possesses such skills as are necessary to properly fulfill the requirements of such panel, but such admission shall be granted only by a majority vote of the Assigned Counsel Screening Committee, acting in conjunction with the Assigned Counsel Administrator.

Assigned Counsel Plan Qualifications for Admission to the 18-b Panel For the District Court (including Long Beach / Glen Cove)

The applicant must qualify under one of the four categories set forth.

Category I

1. Actual court experience in at least five criminal cases within the past 3 years involving as least:
a) Three negotiated pleas, dismissals or other non-trial disposition.
b) Two litigated motions in which oral testimony was taken and a decision rendered.
c) One jury trial which proceeded to verdict and one bench trial or two jury trials.

2. Applicant must submit names of the following references:
a) Two judges before whom applicant has conducted a litigated motion or trial.
b) Two trials or hearing adversaries.
c) Two co-counsels whit whom applicant has handled criminal cases, or attorneys who are familiar whit applicant's work through actual in-court observation.

Category II

1. Appearance in court as co-counsel within the last three years with an experienced criminal lawyer on at least ten criminal cases involving at least:

a) Five negotiated pleas, dismissals or other non-trial dispositions.
b) Two litigated motions in which oral testimony was taken and a decision rendered.
c) Two jury trials which proceeded to verdict or one bench trail and one jury trial.

Family Court

Our Family Court Panelists deal with neglect proceedings, custody and visitation rights, support proceedings, contested adoptions, litigated paternity, and termination of parental rights.

Commitments

We are looking for attorneys who have a serious commitment to the defense of the indigent. If that is you, and if you fulfill our other qualifications, we want you.

Nassau Panel

You must live or work in Nassau County to be on our panel.

2. Applicant has completed an intensive course in criminal law and procedure which has been approved by the Assigned Counsel Administrator.

3. Applicant must submit names of each of the following references:
a) The attorneys with whom the applicant appeared as co-counsel.
b) Two judges before whom applicant appeared as co-counsel.
c) Two attorneys familiar with applicant's ability and knowledge.

Category III

1. Exceptional trial advocate on non-criminal matters who has had at least five jury trials, in any area of law, within the past three years.

2. Participate in Mentor Program.

3. Appearance in Criminal Court as co-counsel with an experienced criminal lawyer, three negotiated pleas, dismissals or other non trial dispositions, one litigated motion and one jury trial.

4. Applicant can demonstrate knowledge in criminal law and procedure by having taken an approved intensive course.

5. Applicant must submit manes of the following references:

a) Three judges before whom applicant has conducted jury trials.
b) Three trial adversaries.
c) Three attorneys familiar with applicants ability and knowledge.

Category IV

A former judge of the District Court, County Court, Criminal Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench.

Qualifications for Admission to 18-b Panel Of the County Court

The applicant must qualify under one of the two categories set forth.

Category I
1. Actual court experience in at least 15 (fifteen) criminal cases within five years, involving at least:
a) Ten negotiated pleas, dismissals or other non-trial dispositions, at least five of which occurred post-indictment:
b) Three litigated motions, post-indictment in which oral testimony was taken and a disposition rendered;
c) three post-indictment jury trials which proceeded to verdict or appearance as co-counsel on one post-indictment jury trial which proceeded to verdict and two appearances as sole counsel on post-indictment jury trial; or the trial of eight (8) misdemeanor cases that proceeded to verdict, at least six (6) of which were jury trials.

2. Applicant must submit names of each of the following references:
a) Each judge before whom applicant appeared as either trial counsel or co-counsel in post-indictment jury trial (up to three).
b) Each judge before whom applicant has litigated a motion. (Up to three)
c) Three trial or hearing adversaries.
d) three co-counsels with whom applicant has handled criminal cases or attorneys who are familiar with applicant's work through actual in-court observation.

Category II
A former judge of the District Court, County Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench who receives favorable recommendations from at least 3 attorneys who have practiced before this person within the last three years.

Qualifications for Admission to 18-b Panel - Major Felonies

Category I
1.Actual court experience in at least thirty criminal cases including at least:
a) Twenty negotiated pleas, dismissals or other non-trial dispositions of felony cases,
at least 10 of which occurred post-indictment.
b) Ten litigated motions, post-indictment at which oral testimony was

taken.
c) Five felony trials which proceeded to verdict, at least two of which were a "C" felony or higher.
d) Cross examination during trial of at least four of the following expert witnesses:
-police officers
-undercover agents
-medical experts
-ballistics expert
-laboratory technicians
-psychiatrist or psychologists
-fingerprint experts

2. Applicant must submit names of each of the following references:
a) Five judges before whom applicant has conducted a litigated motion, hearing or trial;
b) Five trial adversaries;
c) Five co-counsels with whom applicant has handled criminal cases or attorneys who are familiar with applicant's work through actual in-court observation.

Category II
A former judge of the County Court or Supreme Court (Criminal Term) who has
recently retired or voluntarily resigned from the bench who received favorable recommendations from at least 5 attorneys who have practiced before this person within the last three years.

Appellate Panel

Applicants for the certification to the appellate panel must have recent criminal law experience on either the trial or appellate level, be up-to-date on their knowledge of the criminal law and its ever changing constitutional requirements and be able to perceive all
relevant issues through the mere reading of a trial transcript. In addition, applicants must have knowledge and awareness of the legal issues that arise in criminal practice and be able to skillfully enunciate the issues in a brief and support the points of law with thorough research, properly cited. Applicants must submit a sample of their writing, such as a brief, a memorandum of law, law review articles or other similar publication.

An attorney with a good academic background, criminal law experience, the requisite writing and verbal skills, motivations and attitude should be able to skillfully handle appellate work. Therefore, the following minimum requirements must be met:
1. Actual experience in at least ten criminal cases, on either the trial or appellate level, during the past three years;
2. A writing sample consisting of a brief, law review article or similar publication (two documents).
3. Applicant must submit manes of each of the following references to the committee:
a) Three judges before whom applicant has handled criminal matters, on either the trial or appellate level;
b) Three trial or appellate adversaries;
c) Three co-counsels with whom applicant has handled criminal cases, or attorneys familiar with applicant's work through actual in-court observations. (No cross-references permitted)

Parole Panel

Any member of the County Court Panel or Major Felony Panel, or any member of the District Court Panel who has demonstrated, to the satisfaction of the Administrator, a comprehensive knowledge of the law relating to felony sentencing, and who was in attendance at the Nassau Academy of Law's Parole Revocation Program on May 10, 2004, or who presents evidence of having seen the recording of that program, is eligible for participation in the Parole Panel.

Family Court Requirements:

Each applicant to join the Family Court Panel must be on the Second Department 's Law Guardian Panel.

Each applicant must have participated on at least two occasions in each of the following proceedings, either as law guardian or as a representative of the petitioner or respondent.

1. Permanent Neglect Proceeding
2. Neglect
3. Termination of Parental Rights
4. Custody/Visitation
5. Support Proceeding
6. Litigated Paternity
7. Family Offense
8. Contested Adoption

These Proceedings need not have occurred in Nassau County alone. Each applicant must supply the Administrator with the following information as to each of the listed proceedings: Name, address and telephone number of each participating attorney; name of the Judge; type of proceeding; applicant's role in proceeding.

General Qualifications for 18b Family/surrogate's Court Panels

1. The applicant must be a full time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.

2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.

3. Each applicant must either live or maintain an office in Nassau County.

4. Applicants to the Family Court panel must be members of the Law Guardian Panel for at least one year before becoming eligible to join the 18B panel.

5. Applicants to the Surrogate's Court panel must be in practice for at least 18 months handling custody/adoption matters before eligible to join the 18B panel.

top ↑ top ↑

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 M. Nigro
   (Name)

   15th And West Streets. Mineola, NY 11501
   (Address)

   516-747-8448
   (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.

Signature of Chief Executive Officer
Dated:

ROBERT M. NIGRO
Name of Chief Executive Officer

Sworn to before me this

14 day of December, 2015.

Joanne Ferrante
Notary Public

JOANNE FERRANTE
Notary Public, State of New York
No. 01FE4896097
Qualified in Nassau County
Commission Expires May 18, 2019

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.

E-9-16

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Bar Association Assigned Counsel Defender Plan, Inc.

Address: 15th And West Streets, Mineola, NY 11501

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-2164392

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Not-for Profit Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See List 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.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 12/7/15

Signed: Robert M. Nigro

Print Name: ROBERT M. NIGRO

Title: ADMINISTRATOR

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

NASSAU COUNTY BAR ASSOCIATION
2015-2016
BOARD OF DIRECTORS

OFFICERS

Martha Krisel **President**	**Mail:** [redacted] 500 Bi-County Rd., Ste. 300 Farmingdale, NY 11735	Phone: [redacted] Fax: Email: mkrisel@hga-llc.com
Steven G. Leventhal **Vice-President**	[redacted]	Phone: [redacted] Fax: 484-2710 Email: sleventhal@lcmslaw.com
Elena Karabatos **Treasurer**	200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: [redacted] Fax: 294-3188 Email: ekarabatos@soklaw.com
Richard D. Collins **Secretary**	[redacted]	Phone: [redacted] Fax: 294-0477 Email: rcollins@cmgesq.com
John P. McEntee **Immediate Past President**	1320 RXR Plaza Uniondale, NY 11556	Phone: [redacted] Fax: 336-2219 Email: jmcentee@farrellfritz.com

ELECTED DIRECTORS

Rosalia Baiamonte **2016**	[redacted]	Phone: [redacted] Fax: 745-6712 Email: rbaiamonte@gbbtlaw.com
Adam D'Antonio **2018**	1415 Kellum Place Suite 209 Garden City, NY 11530	Phone: [redacted] Fax: 387-1187 Email: adam@adantoniolaw.com
Brian J. Davis **2017**	400 Garden City Plz. Ste. 430 Garden City, NY 11530	Phone: [redacted] Email: briandavis@bjdpc.com
Jaime D. Ezratty **2017**	80 E. Old Country Rd. Mineola, NY 11501	Phone: 747-5566 Fax: 873-1451 Email: jdezratty@aol.com
Marilyn K. Genoa **2016**	[redacted]	Phone: 759-7940 Fax:674-9425 Email: mkgenoa@genoaandassociates.com
Alan B. Hodish **2016**	666 Old Country Rd., Ste. 412 Garden City, NY 11530	Phone: 222-1640 Fax: 393-5556 Email: alhodish@aol.com
Christie R. Jacobson **2018**	1415 Kellum Pl. Ste. 201 Garden City, NY 11530	Phone: 742-7777 Fax: 742-7868 Email: cjacobson@ffedlaw.com
James P. Joseph	666 Old Country Rd.	Phone: 542-2000

2018	Ste. 303 Garden City, NY 11530	Fax: 542-2001 Email: jjoseph@josephlawpc.com
Sarika Kapoor **2017**	[redacted]	Phone[redacted] Email: skapoor@nycourts.gov
Gregory S. Lisi **2017**	333 Earle Ovington Blvd. Ste. 1010 Uniondale, NY 11553	Phone: 248-1700 Fax: (866) 786-3783 Email: glisi@forchellilaw.com
Michael A. Markowitz **2017**	[redacted]	Phone: [redacted] Fax: 740-2880 Email: attorney@mampc.net
Kevin P. McDonough **2018**	100 Quentin Roosevelt Blvd., Ste. 402 Garden City, NY 11530	Phone: 357-3700 Fax: 296-9155 Email: kmcdonough@cullenanddykman.com
Sondra K. Pardes **2018**	400 County Seat Dr. Mineola, NY 11501	Phone: 493-3432 Fax: 493-3462 Email: skpardes@courts.state.ny.us
Elizabeth D. Pessala **2017**	[redacted]	Phone: [redacted] ext. 116 Fax: Email: [redacted]
Lisa M. Petrocelli **2016**	[redacted]	Phone: [redacted] Fax: 463-5071 Email: [redacted]
Jennifer Rosenkrantz **2018**	200 Garden City Plz. Ste. 301 Garden City, NY 11530	Phone: 877-1800 Fax: 294-3188 Email: jrosenkrantz@soklaw.com
Daniel W. Russo Fulfilled unexpired term **2015-16**	666 Old Country Rd. Ste. 306 Garden City, NY 11530	Phone: 741-1110 Fax: 741-9171 Email: dan@foleygriffin.com
Ross L. Schiller **2018**	1600 Front St., Ste. 8 East Meadow, NY 11554	Phone: 476-5542 Fax: Email: ross@rlslawfirm.com
Alan J. Schwartz **2016**	1010 Franklin Avenue, Ste. 404 Garden City, NY 11530	Phone: 248-6311 Fax: 294-2954 Email: alan@ajslaw.com
Peter B. Skelos **2018**	100 Supreme Court Dr. Mineola, NY 11501	Phone: 403-2476 Fax: (212)419-8492 Email: pskelos@nycourts.gov
Sanford Strenger **2016**	97 Powerhouse Rd., Ste. 102 Roslyn Heights, NY 11577	Phone: 625-1700 Fax: 625-1795 Email: sstrenger@sgnblaw.com
Charlene J. Thompson **2017**	[redacted]	Phone: [redacted] Fax: Email: cthompson@thompsoneds.com
Carolyn Reinach Wolf	1111 Marcus Ave.,	Phone: 592-5857

2016	Ste. 107 Lake Success, NY 11042	Fax: 328-6638 Email: cwolf@abramslaw.com
Kathleen Wright **2016**	[redacted]	Phone: [redacted] Fax: 933-7108 Email: [redacted]

PAST PRESIDENT DIRECTORS

Peter T. Affatato	[redacted]	Phone: [redacted] Fax: 396-5385 Email:
Hon. M. Hallsted Christ	[redacted]	Phone: [redacted] Fax: Email:
Hon. Lance D. Clarke	33 Front Street, Suite 204 PO Box 4852 Hempstead, NY 11550	Phone: 486-2693 Fax: 489-1070 Email:cookeclarkeesq@optonline.net
Robert W. Corcoran	[redacted]	Phone: [redacted] Fax: Email: [redacted]
Hon. John R. Dunne	Whitman Osterman One Commerce Plaza Albany, NY 12260	Phone: 518-487-7600 Fax: 518-487-7777 Email: jdunne@woh.com
Emily F. Franchina	1050 Franklin Ave. Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: eff@elderlawfg.com
Marc C. Gann	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: mgann@cmgesq.com
Stephen J. Gassman	666 Old Country Road, Suite 801 Garden City, NY 11530	Phone: 228-9181 Fax: 745-6712 Email: sgassman@gbbtlaw.com
Frank Giorgio, Jr.	[redacted]	Phone: [redacted] Fax: Email: frank.giorgio.jr.esq@gmail.com
Douglas J. Good	Ruskin Moscou Faltischek, P.C. 1425 RXR Plaza, East Tower, 15th Floor Uniondale, NY 11556	Phone: 663-6630 Fax: 663-6830 Email: dgood@rmfpc.com
Hon. Frank A. Gulotta Jr.	Nassau County Supreme Court 262 Old Country Road Mineola, NY 11501	Phone: 493-3545 Fax: 571-1852 Email: fgulotta@courts.state.ny.us
Hon. Susan T. Kluewer	Nassau County District Ct 99 Main Street	Phone: 493-4285 Fax: 572-2507

	Hempstead, NY 11550 **Mail:**[redacted]	Email: skluewer@courts.state.ny.us
A. Thomas Levin	Meyer Suozzi English & Klein, PC 990 Stewart Avenue, Suite 300 PO Box 9194 Garden City, NY 11530	Phone: 592-5704 Fax: 741-6706 Email: atl@atlevin.com
Peter H. Levy	366 North Broadway, Suite LW-1 Jericho, NY 11753	Phone: 822-5800 Fax: 822-5848 Email: phlatty.1@juno.com
Harold A. Mahony	300 Garden City Plaza, 5th. Floor Garden City, NY 11530	Phone: 393-8243 Fax: Email: mommahony@gmail.com
Peter J. Mancuso	272 Old Country Road Mineola, NY 11501 **Mail:**[redacted]	Phone:[redacted] Fax: 571-0806 Email: mancuso917@aol.com
Kenneth L. Marten	200 Old Country Road, Suite 680 Mineola, NY 11501	Phone: 747-5800 Fax: 739-3887 Email:[redacted]
Christopher T. McGrath	Sullivan Papain Block McGrath & Cannavo 1140 Franklin Ave., Ste. 200 Garden City, NY 11530	Phone: 742-0707 Fax: 742-7350 Ema[redacted]
M. Kathryn Meng	Meng & Associates,PC 200 Willis Ave. Mineola, NY 11501	Phone: 683-0901 Fax: 683-0907 Email:kmeng@menglawgroup.com
Grace D. Moran	265 Sunrise Highway, Suite 61 Rockville Centre, NY 11570	Phone: 678-6660 Fax: 678-6661 Email: gmoran@mka-law.com
Michael J. Ostrow	Schlissel Ostrow Karabatos, PLLC 200 Garden City Plaza,Ste.301 Garden City, NY 11530	Phone: 877-1800 Fax: 294-3188 Email: mostrow@soklaw.com
Marian C. Rice	1001 Franklin Ave 3rd Floor Garden City, NY 11530	Phone: 837-7415 Fax: 294-8202 Email: mrice@lbcclaw.com
Susan Katz Richman	**Mail:** [redacted]	Phone:[redacted] Fax: 572-2260 Email: srichman@nycourts.gov

Edward T. Robinson III	[redacted]	Phone: [redacted] Fax: Email: [redacted]
Joseph W. Ryan Jr.	[redacted]	Phone: [redacted] Fax: 631-629-4970 Email: [redacted]
Jon N. Santemma	1320 RXR Plz. Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jsantemma@farrellfritz.com
William M. Savino	Rivkin Radler 926 RXR Plaza Uniondale, NY 11556	Phone: 357-3349 Fax: 357-3333 Email: william.savino@rivkin.com
Andrew J. Simons	St. John's Law School 8000 Utopia Parkway Jamaica, NY 11439	Phone: 718-990-6098 Fax: 718-990-6699 Email: simonsa@stjohns.edu
Owen B. Walsh	[redacted]	Phone: [redacted] Fax: 922-5683 Email: [redacted]
Hon. Frank E. Yannelli	[redacted]	Phone: [redacted] Fax: Email: [redacted]
Arlene Zalayet	[redacted]	Phone: [redacted] Fax: Email: arlene.zalayet@libertymutual.com

NASSAU ACADEMY OF LAW DEAN

Mary Ann Aiello	666 Old Country Rd., Ste. 302 Garden City, NY 11530	Phone: 747-1131 Fax: 794-3363 Email: maa@aiellolaw.com

YOUNG LAWYER COMMITTEE CHAIR

Michael DiFalco (Co-Chair)	666 Old Country Rd., Ste. 302 Garden City, NY 11530	Phone: 747-1131 Fax: 794-3363 Email: md@aiellolaw.com
Jennifer L. Koo (Co-Chair)	[redacted]	Phone: (631) 491-1500 Fax: (631) 491-1515 Email: jkoo@salestaxdefense.com

APPOINTED NYSBA DELEGATES

Deborah S. Barcham	[redacted]	Phone: [redacted] Fax: 294-8202 Email: dbarcham@lbcclaw.com
Christopher J. Clarke	400 Garden City Plz. Ste. 202	Phone: 873-2000 Fax: 873-2010

	Garden City, NY 11530	Email: cclarke@moritthock.com
Gerard Fishberg	[redacted]	Phone: [redacted] Fax: 296-9155 Email: gfishberg@cullenanddykman.com
Dorian R. Glover	600 Franklin Ave. Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: [redacted]
Hon. John L. Kase	1325 Franklin Ave., Ste. 225 Garden City, NY 11530	Phone: 746-4300 Fax: 742-9415 Email: [redacted]
Sandra Stines	1400 Old Country Rd., Ste. 200 Westbury, NY 11590	Phone: 931-5122 Fax: 750-5851 Email: [redacted]
Sanford Strenger	97 Powerhouse Rd., Ste. 102 Roslyn Heights, NY 11577	Phone: 625-1700 Fax: 625-1795 Email: sstrenger@sgnblaw.com

ALTERNATE DELEGATES TO NYSBA

Andrea M. Brodie	1111 Marcus Ave., Suite 107 Lake Success, NY 11042	Phone: 368-9432 Fax: 368-9506 Email: abrodie@abramslaw.com

As of 10/14/15

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Nassau County Bar Association

2. Dollar amount requiring NIFA approval: $ 7,300,000

Amount to be encumbered: $ 394,638

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement -- NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016 - 12/31/2016

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:

Legal assistance and representation to indigent persons.

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:

1/6/15 - $7,282,186 - CQBU15000002
3/4/15 - $324,040 - CABU15000005
3/13/15 - $273,689 - CABU15000004
7/6/15 - $322,057 - CABU15000010
7/21/15 - $108,200 - CABU15000013
7/27/15 - $273,689 - CABU15000015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann D'Alleva Budget Director 12/22/15

Signature Title Date

Roseann D'Alleva

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQSS14000013

Department: Social Services

E-11-16

Contract Details

SERVICE Adoption Placement

NIFS ID #: CLSS16000003 NIFS Entry Date: 12/ 21 /15 Term: from 01/01/16_to 12/31/16

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	

1) Mandated Program:	Yes☒	No ☐
2) Comptroller Approval Form Attached:	Yes☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes☐	No ☒
5) Insurance Required	Yes☒	No ☐

Agency Information

Vendor	
Name Family Focus Adoption Service	Vendor ID# 112869661
Address 54-40 Little Neck Parkway, Suite 6 Little Neck, NY 11362	Contact Person Jack Brenner Email ffasjack@earthlink.net
	Phone 718 224 1919 Fax 718 225 8360

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

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)* ☐	12/22/15		
	OMB	*NIFS Approval* ☐	12/28/15		Yes☐ No ☐ Not required if blanket resolution
12/30/15	County Attorney	*CA RE & Insurance Verification* ☑	12/30/15		
12/30/15	County Attorney	*CA Approval as to form* ☑	12/30/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/5/16	Loretta A. Petrucci	
	Rules ☑/ Leg. ☐	☐			Yes☑ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	1/6/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 A 11:54

PR5254 (8/03)

E-11-16

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care. *(To amend contract to renew for a one year period under the original term of the agreement.)*

Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

Procurement History: We have been using this vendor for many years

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT707
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$32,760.00
Federal	$54,600.00
State	$21,840.00
Capital	$
Other	$
TOTAL	$ 109,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3	TT707//SSGEN7600	$109,200.00
4		$
5		$
6	G. Amato 12/30/15	$
	TOTAL	$ 109,200.00

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only)
		E #:

125772

PR5254 (8/03)

E-11-16

RULES RESOLUTION NO. 12 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND FAMILY FOCUS ADOPTION SERVICES

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
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 Family Focus Adoption Services extending the term and extending payment, respecting the providing of adoption services, a copy said amendment 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 the agreement with Family Focus Adoption Services.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **Family Focus Adoption Service**

CONTRACTOR ADDRESS: **54-50 Little Neck Parkway., Suite 6, Little Neck, NY 11362**

FEDERAL TAX ID #: **112869661**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. (CONTRACTOR RECEIVED A SATISFACTORY EVALUATION)

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12-22-15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

126050

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: FAMILY FOCUS ADOPTION SERVICES

Service Provided: RAD program/Consult/Adoptive families

Evaluation Period: From: January 1, 2015 **To:** October 31, 2015

Evaluator's Name, Title, Phone #: MARIA LAURIA / Tara Carlo Sup II 8271

Date: 10-13-15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? (Yes) ***No***

If rated 3 or lower & Yes checked, please explain below:

38987

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 21, 2015

Subject: Family Focus Adoption Service (Adoption Services)
Renewal 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 16, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126053

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 16, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Family Focus Adoption Services
Adoption Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

S/

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125512

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 as amended by the amendment executed on behalf of the County on August 11, 2015 (the "Original Agreement "), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 ($135,600.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Nine Thousand Two Hundred Dollars and 00/100 ($109,200.00), payable for Services rendered during the renewal term, 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 Two Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 ($244,800.00) (the "Amended Maximum Amount").

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.

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

FAMILY FOCUS ADOPTION SERVICES

By: _____
Name: JACK BRENNAN
Title: EXECUTIVE DIRECTOR
Date: 12/1/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

125015

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 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

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

On the 1st day of December in the year 2015 before me personally came John P. Brennan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ORANGE; that he or she is the EXECUTIVE DIRECTOR of FAMILY FOCUS ADOPTION SERVICE, 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

IVETTE IGARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

E-11-16

COUNTY OF NASSAU

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

1. Name of the Entity: 54 FAMILY FOCUS ADOPTION SERVICES

Address: 54-40 Little Neck Pkwy

City, State and Zip Code: Little Neck NY 11362

2. Entity's Vendor Identification Number: 112869661

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Not For Profit 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):

ADDITIONAL SHEET 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.

N/A

01-11-3

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(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.

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

Dated: 11/30/15 Signed: Jack Brennan

Print Name: JACK BRENNAN

Title: EXECUTIVE 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.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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

Date: 12/1/15

1) Bidder's/Proposer's Legal Name: FAMILY FOCUS ADOPTION SERVICES

2) Address of Place of Business: 54-40 Little Neck Pkwy Little Neck NY 11362

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 718-224-1919

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-2869661

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) NOT FOR PROFIT CORPORATION

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 ___ 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: N/A

(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.

Our conflict of interest policy is in our employee handbook.

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; 7/3/87

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; Attached

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments Attached

viii) Copies of all state and local licenses and permits. Attached

B. Indicate number of years in business. 28

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 MADISON COUNTY

Contact Person ALAN HALL

Address 133 NORTH COURT ST. P.O. BOX 637

City/State WAMPSVILLE NY 13163

Telephone 315. 366-2226

Fax # 315. 366-2658

E-Mail Address ALAN.HALL@dfa.state.ny.us

Company CAYUGA COUNTY DSS

Contact Person WENDY ARMSTRONG

Address 160 Genesee St.

City/State AUBURN NY 13021

Telephone 315. 253. 1644

Fax # 315. ~~253-1298~~ 252. 1921

E-Mail Address Wendy.Armstrong@dfa.state.ny.us

Company WASHINGTON COUNTY DSS

Contact Person TRACY HUDSON

Address 380 BROADWAY

City/State FORT EDWARD NY 12828

Telephone 518. 746-2341

Fax # 518. 746-2320

E-Mail Address Tracy.Hudson@dfa.state.ny.us

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, JACK BRENNAN, 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 December 2015

Notary Public

IVETTE GARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

Name of submitting business: FAMILY FOCUS ADOPTION SERVICES

By JACK BRENNAN
Print name

Signature

EXECUTIVE DIRECTOR
Title

12 / 1 / 15
Date

familyFOCUS
Adoption Services
EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

Family Focus Adoption Services was incorporated as a full service not for profit New York State corporation on July 3, 1987. As a not for profit, no one has a financial interest in the company.

Family Focus employs six line salary staff, four of them full-time (40 hours), and about thirty per diem workers. Our annual revenue is approximately $500,000.

Family Focus has placed for adoption nearly 1000 children over our history. At one time or another, we have contracted with more than half of the 62 counties in New York State. We currently have 13 active county contracts. The administrative team of the agency has over one hundred years of combined experience in the adoption field. In 2010, Family Focus received the US Department of Health and Human Services Adoption Excellence Award in the category of "Support to Adoptive Families." Individual staff have also been recognized with other awards including the North American Council on Adoptable Children's Adoptive Activist Award and the Louis Hines Award for Exceptional Service to Children. In recognition of the agency's expertise in the adoption field, staff are frequently asked to do workshops at adoption training conferences in New York and in other states. In the past, Family Focus was awarded a statewide three year training contract to foster care and adoption supervisors about successful adoption practices.

In addition, Family Focus places children from outside of New York State, and currently has an active contract with Texas. In past years, the agency has placed children from Oregon, Ohio, North Carolina, Florida, and Iowa.

familyFOCUS
Adoption Services
EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

BOARD OF DIRECTORS (as of November 30, 2015

ROSLYN BERNSTEIN
[redacted]

THERESA CHAN
[redacted]

RICK WHITAKER
[redacted]

JUDITH BRAMBRUT
[redacted]

EARL HASSEL
[redacted]

KATHLEEN MCQUOWN
[redacted]

ANDREW O'KEEFE
[redacted]

DENISE PILGRIM
[redacted]

STEPHEN STOJOWSKI
[redacted]

JOEL FRIDOVICH
[redacted]

KEITH GRIFFIN
[redacted]

JONATHAN L. KLEINMAN
[redacted]

INES MIYARES
[redacted]

[redacted]

ROBERT PILGRIM
[redacted]

GINA DeCRESENZO
[redacted]

LINDA SCHWARTZ
[redacted]

SANDRA VILAR-FERREIRA
[redacted]

OFFICERS (through 9/30/18):

PRESIDENT:	JOEL FRIDOVICH
VICE PRESIDENTS:	DENISE PILGRIM; JONATHAN KLEINMAN
SECRETARY:	EARL HASSEL
TREASURER:	ROBERT PILGRIM

[illegible]

[illegible]

[illegible]

[illegible]

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248360116
Feb. 13, 2015 LTR 4168C 0
11-2869661 000000 00
00038718
BODC: TE

FAMILY FOCUS ADOPTION SERVICES
5440 LITTLE NECK PKWY STE 6
LITTLE NECK NY 11362

002687

Employer Identification Number: 11-2869661
Person to Contact: Ms. Harper
Toll-Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248360116
Feb. 13, 2015 LTR 4168C 0
11-2869661 000000 00
00038719

FAMILY FOCUS ADOPTION SERVICES
5440 LITTLE NECK PKWY STE 6
LITTLE NECK NY 11362

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

STATE OF NEW YORK
OFFICE OF CHILDREN AND FAMILY SERVICES
ALBANY, NEW YORK

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the provisions of Section 460-a of the Social Services Law and Section 804 of the Not-for-Profit Corporation Law, due inquiry and investigation having been made, approval is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of

Family Focus Adoption Services

on the condition that the purposes and duration included in the certificate as filed are consistent with the following purposes and duration:

to board out and place out destitute, delinquent, abandoned, neglected, abused or dependent children. The corporation's authority to board out and place out such children shall terminate on August 20, 2018. Furthermore, the duration of the corporation's ability to board out and place out children shall not be extended without the prior written approval of the New York State Office of Children and Family Services.

This approval will, upon filing of the certificate with the Secretary of State, give the corporation the authority to engage in the activities set forth or summarized above for the period of time set forth above.

IN WITNESS WHEREOF, this document is executed and the seal of the New York State Office of Children and Family Services is affixed this 29th day of September, 2014.

By: Laura M. Velez

Laura Velez
Deputy Commissioner
Division of Child Welfare and Community Services

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 JACK BRENNAN
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 54-40 Little Neck Pkwy
   City/state/zip Little Neck NY 11362
   Telephone 718-224-1919
   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 9/1/13 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 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, JACK BRENNAN, 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 December 2015

Notary Public

IVETTE IGARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

FAMILY FOCUS ADOPTION SERVICES
Name of submitting business

JACK BRENNAN
Print name

Signature

EXECUTIVE DIRECTOR
Title

12 / 1 / 15
Date

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.

JACK BRENNAN EXECUTIVE DIRECTOR — 11/30/15

Name and Title of Authorized Representative — m/d/yy

J. Brennan — 11/30/15

Signature — Date

FAMILY FOCUS ADOPTION SERVICES

Name of Organization

54-40 Little Neck Pkwy Little Neck NY 11362

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.

Contract ID#: CQSS14000013

Department: Social Services

E-112-15

Contract Details

SERVICE Adoption Placement

NIFS ID #: CLSS15000006 NIFS Entry Date: 12 17 14 Term: from 01 01 15 to 12 31 15

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

Agency Information

Vendor

Name Family Focus Adoption Service

Vendor ID# 112869661

Address 54-40 Little Neck Parkway, Suite 6
Little Neck NY 11362

Contact Person Jack Brenner
Email flasjack@earthlink.net

Phone 718 224 1919
Fax 718 225 8360

County Department

Department Contact Michael A. Kanowitz

Address 60 Charles Lindberg Blvd

Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appv'd (Dept. Head) ☐	12/9/14		
	OMB	NIFS Approval ☐	1/23/15	William Cole	Yes ☐ No ☐ Not required if blanket resolution
1/29/15	County Attorney	CI RF & Insurance Verification ☑	1/28/15		
2/12/15	County Attorney	CA Approval as to form ☐	2/12/15		
	Legislative Affairs	Fw'd Original Contract to CI ☐	2/12/15	Grace A. Schwee	
	Rules ☐ Leg ☐	☐			Yes ☒ No ☐
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐	7/26/15		
	County Executive	Notification ☐ Fwd's Contract to Leg ☐			

PR5254 (8 03)

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Amendment #1

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care. *(To renew contract)*

Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

Procurement History: We have been using this vendor for many years

Description of Central Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund	GEN
Control	76
Resp	7600
Object	11707
Transaction	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,840.00
Federal	$41,400.00
State	$16,560.00
Capital	$
Other	$
TOTAL	$ 82,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2	11707 SSGEN7600	$82,800.00
3		$
4		$
5		$
6		$
	TOTAL	$ 82,800.00

RENEWAL
% Increase
% Decrease

Document Prepared By: Date:

NFS Certification	Comptroller Certification	County Executive Approval
Verify that this document was accepted into NFS	Certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Signature
Date	Date	Date

E #:

121127

OR5254 (8/03)

INES MIYARES, Ph.D. - Adoptive parent; Professor of Geography, Hunter College
[redacted]
Home phone: [redacted]; email: [redacted]

WILLIAM O'KEEFE - Adoptive parent; Associate Professor, Nassau Comm. College
[redacted]
Cell phone: [redacted]; email: [redacted]

**ROBERT PILGRIM - Telecommunications Consultant
[redacted]
Cell phone: [redacted]; email: [redacted]

DIRECTORS WHOSE TERM ENDS SEPTEMBER 30, 2016:

ROSLYN BERNSTEIN - Adoptive parent; Medical Student Coordinator (retired)
[redacted]
Home phone: [redacted]; Cell phone: [redacted]
Email: [redacted]

THERESA CHAN - Accountant (retired) - 14 years on Board
[redacted]
Home phone: [redacted]; email: [redacted]

RICK WHITAKER - Adoptive Parent; Director of Theater and Music
[redacted] - 2 years on Board
Work phone: [redacted] email: [redacted]

ON LEAVE OF ABSENCE (TERM TO EXPIRE SEPTEMBER 30 2016):

SHARON COHEN-POWERS - Adoptive parent; Web Editor; Media Publisher
[redacted]
Home phone: [redacted]; Cell phone: [redacted]; email: [redacted]

OFFICERS (through 6/30/14):

PRESIDENT:	JOEL FRIDOVICH
VICE PRESIDENTS:	DENISE PILGRIM; EARL HASSEL
SECRETARY:	EARL HASSEL
TREASURER:	ROBERT PILGRIM

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 (the "Original Agreement "), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Fifty Two Thousand Eight Hundred Dollars and 00/100 ($52,800.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Eighty Two Thousand Eight Hundred Dollars and 00/100 ($82,800.00), payable for Services rendered during the renewal term, 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 One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 ($135,600.00) (the "Amended Maximum Amount").

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 Agency and the County have executed this Agreement as of the date first above written.

FAMILY FOCUS ADOPTION SERVICES

By:_____
Name:_____
Title:_____
Date: _____

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

120851

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 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

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 the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Contract ID#: CQSS14000013

Department: Social Services

E-65-14

Contract Details

SERVICE Adoption Placement

NIFS ID #: CQSS140000[illegible]3 NIFS Entry Date: 03/03/14 Term: from 01/01/14 to 12/31/14

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 Family Focus Adoption Service	Vendor ID# 112869661
Address 54-40 Little Neck Parkway, Suite 6 Little Neck, NY 11362	Contact Person Jack Brenner Email [redacted]
	Phone [redacted] Fax [redacted]

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7748

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) ☐	3/5/14		
	OMB	NIFS Approval ☐	3/11		Yes ☒ No ☐ Not required if blanket resolution
3/13/14	County Attorney	CA RE & Insurance Verification ☑	3/13/14		
3/13/14	County Attorney	CA Approval as to form ☑	3/13/14		
	Legislative Affairs	Fw'd Original Contract to CA ☐	3/17/14	Gregory A. May	
	Rules ☐ / Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	NIFS Approval ☐	04/09/2014		
	Comptroller	NIFS Approval ☑	4/16/14	SB 4/16/14	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	3/17/14		

PR5254 (8/03)

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care.

Method of Procurement: This is a Social Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

Procurement History: We have been using this vendor for many years

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

[redacted]

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT707
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$15,840.00
Federal	$26,400.00
State	$10,560.00
Capital	$
Other	$
TOTAL	$ 52,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT707//SSGEN7600	$ $52,800.00
2		$
3		$
4	J. Amato 3/13/14	$
5		$
6		$
	TOTAL	$ 52,800.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/17/14
Date 4/16/14	Date 4/16/14	(For Office Use Only) E #:

116875

PR5254 (8/03)

THIS AGREEMENT, dated as of ,201 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd, Uniondale, New York 11553 (the "Department"), and (ii) FAMILY FOCUS ADOPTION SERVICES, a not-for-profit corporation of the State of New York, having its principle office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York 11362 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term. The term of this Agreement shall be from January 1, 2014 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. It being fully understood that this Agreement is strictly on an "as needed" basis and does not obligate the County to call upon the Contractor to render services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting on behalf of the Department, hereby hires and retains the Contractor to provide to the Department on an "as needed" basis, adoption services for the child(ren) placed with the Contractor.

(b) Adoption services means assisting the child(ren) to secure an adoptive home through the evaluation of child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents; counseling for families after placement; supervision of children in adoptive homes until legal adoption; and counseling of adoptive families after legal adoption.

(c) Adoptive placement means the child(ren) has/have been placed into a home for the purpose of adoption and the Department and adoptive parent or the child's foster parent have signed an adoption agreement and the facts of such placement have been recorded in a bound volume in accordance with Subdivision 5 of Section 384 of the Social Services Law.

(1) The Department agrees to be responsible for providing all adoption services not contracted to be provided for by the Contractor, and to include, but not be limited to, the following:

(i) Retain legal custody of the child(ren).

(ii) Provide for support and maintenance of the child(ren) until legalization or termination of service.

(iii) Pay adoptive parents for support and maintenance of child(ren) to the extent allowed by New York State laws, rules and regulations.

(iv) Accept child(ren) back for future care and planning if removal of the child(ren) is indicated upon a minimum of one (1) week's notice by the Contractor .

(v) Allow Contractor, upon immediate notification to the Department, to move child(ren) to another certified foster home for emergency or respite placement.

(vi) Provide supporting documents necessary for the adoption of the child(ren).

(2) The Contractor agrees to provide adoptive services as follows:

A. Family/Home Study and Training

Complete a Family/Home Study and provide adoption training in order for a family to be licensed. Adoption modified MAPP (Model Approach to Partnership in Parenting) training which consists of an introductory two hour session and then three six hour Saturday sessions covering such topics as Child Development; abandonment and its consequences; and understanding foster care. Families hear from an adult who was adopted from the foster care system as a teen and from an adult who adopted children from the foster care system.

B. Transition Work

Preparation work that is done between the time the family meets the child(ren) and the time that the child(ren) moves in with the family. This usually takes nine months. The family has one transition worker and the child(ren) has a different transition worker. After each visit between child(ren) and family, the family would speak with their transition worker and report how the visit went. Things that needed to be changed are looked at; things that are done well are noted; plans for the next visit would be made. The child(ren)'s transition worker would visit with him/her after each visit until about 1/3 of the way into the process, when the visits would become monthly. All visits are in person. The child(ren)'s transition worker would go over the visit with the child(ren) and offer a tremendous amount of support. They would also plan the next step in the visiting.

The culmination of the transition would be a Covenant Ceremony, held at Contractor's office, in which family and child sign personalized adoption Covenants explicitly and publicly expressing their commitment to the adoption.

C. Supervision

(i) Provide adoptive services care for the child(ren), including arrangement of any necessary evaluations, therapy and other service interventions.
(ii) Make supervisory visits to the adoptive family at least once a month until legalization and after, if mutually agreed upon by involved parties. The worker will also visit on emergency basis if/as necessary.
(iii) Send copies of progress notes bi-monthly to the Department, including documentation of each visit as mandated by the utilization review guidelines.
(iv) Report immediately any unforeseen difficulties to the Department.
(v) Cooperate with the Department in planning for the transfer of the child(ren) to another placement home, if circumstances dictate such action.
(vi) Cooperate with the Department in planning for the return of the child(ren) if the removal of the child(ren) is indicated, or if circumstances dictate such action.
(vii) Prepare and evaluate documents for the child(ren)'s adoption.
(viii) Prepare legal adoption documents for the Department. The Contractor will provide investigation reports and provide the Court with any documents that need a case work assignment.
(ix) Provide support and guidelines to adoptive parents to complete legal adoption.

(3) The Contractor agrees that it is an organization as defined by Sections 371.10(a) and (b) of the Social Services Law.

(4) Contractor may provide reasonable transportation services to support and render services under this contract upon written approval from the Department.

(5) Counseling Services. Counseling provided to birth parents, by a licensed social worker, regarding the decision to execute a surrender of parental rights for a child who is in the foster care system, or who will entering the foster care system. Counseling to include discussions prior to a potential surrender of parental rights and post counseling to assist the birth parent after a surrender of parental rights is executed, and accompanying birth parent to Family Court as a support during the surrender of parental rights by the birth parent. In addition, a Family Focus licensed social worker could serve as a witness in an extra judicial surrender and/or train Nassau County Department of Social Services staff to serve as a party to an extra judicial surrender as follows: In any case where a surrender is not executed and acknowledged before a judge or surrogate such surrender shall be executed and acknowledged by the parent, in the presence of at least two witnesses. At least one witness shall be an employee of an authorized agency trained, in accordance with the regulations of the department of children and family services, to receive surrenders. At least one witness shall be a person who is either a licensed master social worker, licensed clinical social worker or an attorney and who is an employee, volunteer, consultant or agent of or attorney for the authorized agency to which the child is being surrendered.

(6) "Relationships Are Decisions". Relationships Are Decisions Program (RAD) involves having each child assigned a transition worker who meets with the child twice a month to understand the child's long-term goals for performance and then work with the child regarding

the obstacles that have existed both historically and currently in the child's behavior. The key to working successfully with these children is the ability for the worker to connect with them. Such a relationship provides a positive framework that replicates community norms, bolsters internal support, and allows for corrective experiences.

(d) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Children's Services, a report, in a format approved by the Department, the frequency of which is to be determined by the Department.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall not exceed FIFTY TWO THOUSAND EIGHT HUNDRED ($52,800.00) DOLLARS to be paid as follows:

(A)

(1) The Contractor will bill and County will pay ONE THOUSAND SIX HUNDRED DOLLARS ($1,600.00) Family/Home Study and Training fee per family. This will be payable when a child(ren) moves into the family's home.

(B)

(1) The Contractor will bill and County will pay FIVE THOUSAND DOLLARS ($5,000.00) for the "Transition" work per child.

(2) A second and third sibling's Transition fee is 50% of the initial fee stated in section 3(a)(A)(1) or TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), if placed with the same family.

(3) There will be no "Transition" fee for any additional siblings placed with the same family.

(4) The above is billed one-half when the first phase of Transition is completed. The first phase occurs when the child and family meet for the first time and agree to visit a second time.

(5) Contractor will bill for phase two for the work done from the time visiting begins, through placement, only if a placement date is confirmed.

(6) Any of Contractor's expenditures that do not culminate in a family and child meeting and agreeing to visit are solely the responsibility of the Contractor.

(C) The Contractor will bill for supervision and the County will pay:

(1) $1,350.00 per month for a first child;
(2) $675.00 per month for a second and third sibling placed with the same family;
(3) There will be no fee for any additional siblings placed with the same family;
(4) If a finalization takes place during mid-month, the monthly fee is pro-rated.

(D) The Contractor will bill and County will pay NINETY THREE and 75/100 DOLLARS ($93.75) per hour for Counseling Services as described in 2(c)(5).

(E) The Contractor will bill and County will pay TWO THOUSAND TWO HUNDRED DOLLARS ($2,200.00) per child per month, billable monthly, for RAD program services as described in Section 2(c)(6).

(b Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) 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 a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, 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 by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: To include reimbursement for Contractor's reasonable travel related expenses incidental to the Services to be provided by the Contractor under this agreement, and subject to review and approval by the Department.

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 governments 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, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all 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 hereto 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. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357.

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 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 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 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 for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. 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.

10. 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 or other disposal 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" immediately upon the receipt by the Contractor of written notice of termination from the County,

(iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services..

(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 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(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.

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 County Comptroller or his or her duly designated representative (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. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement,

and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before 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. The provisions of this Section shall survive the termination of this Agreement.

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 at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with 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.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. 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.

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

FAMILY FOCUS ADOPTION SERVICES.

By: _____

Name: JACK BRENNAN

Title: EXECUTIVE DIRECTOR

Date: 1/18/14

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 4/28/14

PLEASE EXECUTE IN BLUE INK

15122
116010

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

On the 28 day of April in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 13th day of JANUARY in the year 2014 before me personally came JACK BRENNAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ORANGE; that he ~~or she~~ is the EXECUTIVE DIRECTOR of FAMILY FOCUS ADOPTION SERVICES, 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

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed in Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If

verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   JACK BRENNAN (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ____✓____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/13/14
Dated

Signature of Chief Executive Officer

JACK BRENNAN
Name of Chief Executive Officer

Sworn to before me this

13th day of January, 2014.

Notary Public

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed in Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as FAMILY FOCUS ADOPTION SERVICES., has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That JACK BRENNAN, EXECUTIVE DIRECTOR
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2014 through December 31, 2014.

Joel Friedrich
Officer

Sworn to before me this 13th

day of January 2014

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed In Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

116010

CLSS16000003

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Family Focus Adoption Service

2. Dollar amount requiring NIFA approval: $ 109,200.00

Amount to be encumbered: $ 109,200.00

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: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing services.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 50
State % 20
County % 30

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

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:

CLSS15000006 $82,800.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 12/29/15

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQPD10000009

Department: POLICE

E-16-16 R15

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD15000023 NIFS Entry Date 9/14/15 Term: **FROM**: 9-01-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Ogden Brothers Collision, Inc.	Vendor ID# 112831264
Address 66 E Merrick Road Freeport, New York 11520	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 379-0223

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☑		
	OMB	NIFS Approval (Contractor Registered)	☑		Yes ☒ No ☑ Not required if blanket resolution
10/1/15	County Attorney	CA RE & Insurance Verification	☑ 10/1/15		
10/2/15	County Attorney	CA Approval as to form	☑ 10/2/15		Yes ☑ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐ 1/8/16	Concetta A. Velrucci	
	County Attorney	NIFS Approval	☐		
	Comptroller	NIFS Approval	☐		
1/8/16	County Executive	Notarization Filed with Clerk of the Leg.	☐ 1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 PM 3:12

PR5254 (1/06)

Contract ID#: CQPD10000009 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 16	$23,350.00 per annum
Zone 17	$18,250.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 15,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 15,000
2		$
3		$
4	J. Amato 10/1/15	$
5		$
6		$
	TOTAL	$ 15,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-16-16

RULES RESOLUTION NO. 16 – 2015

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 POLICE DEPARTMENT AND OGDEN BROTHERS COLLISION, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 7 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ogden Brothers Collision, Inc. for towing and impound related 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 amendment to an agreement with Ogden Brothers Collision, 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: Ogden Brothers Collision Inc

CONTRACTOR ADDRESS: 66 E Merrick Road
Freeport, New York 11520

FEDERAL TAX ID #: 11-2831264

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000009,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Ogden Brothers Collision, Inc., having its principal office at 66 E Merrick Road, Freeport, New York 11520 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000009** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Ogden Brothers Collision, Inc.

By: _____
Name: JOSEPH CALVAGNO
Title: PRESIDENT
Date: 8/27/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 27TH day of AUGUST in the year 2015 before me personally came JOSEPH CARVAGNO 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 OGDEN BROTHERS COLL., 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

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2017

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

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

Ogden Brothers Collision, Inc.
66 E Merrick Road
Freeport, New York 11520
Attention: Joseph Calvagno

Re: County of Nassau and Ogden Brothers Collision, Inc.

Dear Mr. Calvagno:

I have enclosed the Amendment between the County of Nassau and Ogden Brothers Collision, Inc., for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016.***

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **MONDAY AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $41,600.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09-16-2014

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
John F. Stafford
Insurance Agency Inc.
1000 North Main
P.O. Box 1391
Fall River, MA 02722

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No.):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	LANCER INSURANCE COMPANY	26077
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Ogden Brothers Collision Inc
dba All County Auto Body
66 East Merrick Road
Freeport, NY 11520

COVERAGES CERTIFICATE NO.: AI-5/5

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	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)	$
								$
A	GARAGE LIABILITY						AUTO ONLY – EA ACCIDENT	$ 1,000,000
	ANY AUTO	Y		[redacted]	09-17-14	09-17-15	OTHER THAN EA ACC	$ 1,000,000
	X NON-OWNED AUTOS						AUTO ONLY: AGG	$ 1,000,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	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					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)

LOCATION #1: 66 E. Merrick Rd., Freeport, NY 11520
LOCATION #2: 8-10 Gold St., Freeport, NY 11520
LOCATION #3: 1 Lee Pl., Freeport, NY 11520
*NOTE: CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED ON 4/16/14

CERTIFICATE HOLDER

Nassau County Police Department
1490 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112831264
OGDEN BROTHERS COLLISION, INC.
D/B/A ALL COUNTY AUTOBODY
66 E MERRICK RD
FREEPORT NY 11520

POLICYHOLDER	CERTIFICATE HOLDER
OGDEN BROTHERS COLLISION, INC. D/B/A ALL COUNTY AUTOBODY 66 E MERRICK RD FREEPORT NY 11520	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	704034	12/29/2014 TO 12/29/2015	8/27/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1480 244-1 UNTIL 12/29/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 12/29/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 93455140

U-26.3

ALL COUNTY
TOWING & AUTOBODY

Disclosure Statement:

Joseph Calvagno
[redacted]

Telephone: [redacted]

Joseph Calvagno is 100% shareholder of All County Towing & Auto Body.

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: All County Towing & Recovery

Address: 66 E. Merrick Rd

City, State and Zip Code: Freeport N.Y. 11520

2. Entity's Vendor Identification Number: 743067002

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S Corp. ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Joseph Calvagno [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Joseph Calvagno [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.

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.**

(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: 6/10/15

Signed:

Print Name: Joseph Calvagno

Title: president

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

Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No **41320119** in the sum of **Forty-Five Thousand Eight Hundred Fifty-One and No/100** Dollars (**$45,851.00**), on behalf of **All County Towing and Recovery, Inc.** in favor of **County of Nassau** for the (extended) term beginning on the **31st** day of **August**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Forty-Five Thousand Eight Hundred Fifty-One and No/100** Dollars (**$45,851.00**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **28th Day of August, 2015**.

Platte River Insurance Company

Attest _____ By: _____ (Seal)

Diane P. Alesci _____, Attorney-in-fact (Title)

ACKNOWLEDGEMENT OF SURETY

State of New York
County of Nassau } ss.

On **August 28, 2015,** before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker
Notary Public

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41320151

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED$20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } ss.

On the 8th day of January, 2014 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } ss.

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28 day of March, 2015

SEAL

Secretary

THE PRINTED LINE NUMBER PRINTED ON GREEN SHADED BACKGROUND IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, CALL 800-[illegible]

PR-POA (Rev. 11-13)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:	
Bonds	$85,068,858
Common stocks	23,496,342
Cash, cash equivalents and short-term investments	8,673,559
Receivables for securities	192,000
Total cash and invested assets	117,430,759
Investment income due and accrued	476,387
Uncollected premiums and agents' balances in course of collection	1,309,435
Deferred premiums, agents' balances and installments booked but deferred and not yet due	2,752,637
Amounts recoverable from reinsurers	9,771
Current federal and foreign income tax recoverable and interest thereon	33,052
Net deferred tax asset	945,328
Receivables from parent, subsidiaries and affiliates	1,573,023
Other admitted assets	10,760
Total admitted assets	$124,541,152

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	$23,579,128
Reinsurance payable on paid losses and loss adjustment expenses	3,826,932
Loss adjustment expenses	4,110,943
Commissions payable, contingent commissions and other similar charges	801,963
Other expenses (excluding taxes, licenses and fees)	166,769
Taxes, licenses and fees (excluding federal and foreign income taxes)	246,891
Unearned premiums	14,251,245
Ceded reinsurance premiums payable (net of ceding commissions)	2,963,064
Amounts withheld or retained by company for account of others	32,541,514
Other liabilities	512,980
Total liabilities	83,001,429
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	5,999,816
Surplus as regards policyholders	41,539,723
Total liabilities and capital and surplus	$124,541,152

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY
CORPORATE
SEAL
NEBRASKA

Contract ID#: CQPD10000009 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 09 NIFS Entry Date 5/4/15 Term: **FROM**: 5-01-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Ogden Brothers Collision, Inc.	Vendor ID# 112831264
Address 66 E Merrick Road Freeport, New York 11520	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com Phone (516) 379-0223

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501 Phone 516-573-7168

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*	X		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑		Yes☐ No ☑ Not required if blanket resolution
7/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/1/15		
7/1/15	County Attorney	*CA Approval as to form*	☑ 7/1/15		Yes☐ No☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑		
	County Executive	*Notification* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000009 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 16	$23,350.00 per annum
Zone 17	$18,250.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 15,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143 DE500	$ 15,000
2		$
3		$
4	Encumbered 2/13/15	$
5		$
6		$
	TOTAL	$ 15,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 8/1/15	Date 8/6/15	E #:

PR5254 (1-06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Ogden Brothers Collision Inc

CONTRACTOR ADDRESS: 66 E Merrick Road
Freeport, New York 11520

FEDERAL TAX ID #: 11-2831264

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000009**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 8, 15

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Ogden Brothers Collision, Inc., having its principal office at 66 E Merrick Road, Freeport, New York 11520 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000009** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**: and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Ogden Brothers Collision, Inc.

By: _____
Name: Joseph Calvagno
Title: Pres.
Date: 5-12-15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 12th day of May in the year 2015 before me personally came Joseph Calvagno 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 Ogden Brothers Collision, 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.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2015

Craig Roberts
NOTARY PUBLIC

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

On the 17th day of August in the year 2015 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.

Charles Ribando

NOTARY PUBLIC

ALL COUNTY
TOWING & AUTOBODY

Disclosure Statement

Joseph Calvagno - President
[redacted]
[redacted]
Office - 516-379-0223
Cell - 5[redacted]

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: All County Towing & Recovery

Address: 66 E. Merrick Rd

City, State and Zip Code: Freeport N.Y. 11520

2. Entity's Vendor Identification Number: 743067002

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Joseph Calvagno [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.

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.**

(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: 6/17/15

Signed:

Print Name: Joseph Calvagno

Title: president

Contract ID#: CQPD10000009 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 15 NIFS Entry Date 8/28/14 Term: FROM: 5-01-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Ogden Brothers Collision, Inc.	Vendor ID# 112831264
Address 66 E Merrick Road Freeport, New York 11520	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 379-0223

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☑		
	OMB	NIFS Approval (Contractor Registered)	☑		Yes☐ No☑ Not required if blanket resolution
10/7/14	County Attorney	CA RE & Insurance Verification	☑ 10/9/14		
10/9/14	County Attorney	CA Approval as to form	☑ 10/9/14		Yes☐ No☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/9/14	County Attorney	NIFS Approval	☑ 10/9/14		
	[illegible]	[illegible]	☑	9B 10/21/14	
	[illegible]	[illegible]	☐		

PAGE [illegible]

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: Ogden Brothers Collision Inc

CONTRACTOR ADDRESS: 66 E Merrick Road
Freeport, New York 11520

FEDERAL TAX ID #: 11-2831264

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000009, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Ogden Brothers Collision, Inc., having its principal office at 66 E Merrick Road, Freeport, New York 11520 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000009** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 18TH day of April in the year 2014 before me personally came JOSEPH CALVAGNO 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 OGDEN BROS. COLLISION 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.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2015

Craig Roberts
NOTARY PUBLIC

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

On the 5 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6252026
Qualified in Nassau County
Commission Expires April 02, 2016

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Ogden Brothers Collision, Inc.

By: _____
Name: JOSEPH CALVAGNO
Title: PRESIDENT
Date: 4/18/14

NASSAU COUNTY

By: _____
Name: Richard R. Walters
Title: Deputy County Executive
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

ALL COUNTY
TOWING & AUTOBODY

Disclosure Statement

Joseph Calvagno is 50% ownwer of Ogden bros collision d/b/a All county autobody

Home address is [redacted]

Gia Puma is 50% owner of Ogden bros collision d/b/a All county autobody

Home address is [redacted]

Joseph Calvagno

Gia Puma

55 E Merrick Rd Freeport NY 11520 Fax: 516-379-0223 Phone: 516-379-0223

Contract ID#: CQPD10000009 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD130000 \\ NIFS Entry Date 4/22/13 Term: FROM: 5-1-13 TO: 4-30-14

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 OGDEN Brothers Collision, Inc.	Vendor ID# 112831264
Address 66 E Merrick Road Freeport, New York 11520	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 379-0223

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☐ 4-24-13		
	OMB	*NIFS Approval* *(Contractor Registered)*	☒ 4/26/13		Yes ☒ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☒ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/2/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/6/13		
	Comptroller	*NIFS Approval*	☒ 5/6/13		5/7/13
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 5/29/13		

PR3254 (1/06)

Contract ID#: CQPD10000009 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone16 - $23,350.00 per annum Zone17 - $18,250.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5	4/30/13	$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 5/29/13
Date 5/22/13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Ogden Brothers Collision, Inc.

CONTRACTOR ADDRESS: 66 East Merrick Road, Freeport, NY 11520

FEDERAL TAX ID #: 112831264

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, CQPD10-000009, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-13

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Ogden Brothers Collision, Inc., having its principal office at 66 E Merrick Road, Freeport, New York 11520 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000009 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **April 30, 2014**.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 1ST day of March in the year 2013 before me personally came JOSEPH CALVAGNO 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 OGDEN BROTHERS COLLISION, 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.

Craig Roberts
NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2015

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

On the 29 day of May 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 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.

Doreen R Perrino
NOTARY PUBLIC

DOREEN R. PERRINO
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170392
EXPIRES 7/23/2015

Contract ID#: CQPD10-00009

Department: POLICE

E-70-10

SERVICE TOWING & IMPOUNDS

Contract Details

NIFS ID #: CQPD10000009 NIFS Entry Date: 4/16/10 Term: from 05/01/10 to 4/30/13

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 Ogden Brothers Collision, Inc.	Vendor ID# 112831264
Address 66 E. Merrick Rd Freeport, NY 11520	Contact Person Joe
	Phone 516-378- 9486

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) 4-16-10 NIFS Appvl (Dept. Head) ☑ Contractor Registered ☐			
	OMB	NIFS Approval (Contractor Registered) ☑	5/28/10		Yes ☐ No ☑ Not required if blanket resolution
6/1/10	County Attorney	CA RE & Insurance Verification ☑	6/2/10		
	County Attorney	CA Approval as to form ☐	6/3		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10	Gregory A. May	
	County Attorney	NIFS Approval ☒	7/20/10		
	Comptroller	NIFS Approval ☐	10/18/10		
	County Executive	Notarization Filed with Clerk of the Leg. ☐	11/3/10		

Contract ID#: CQPD10.000009 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 16 - $23,350.00 per annum

Zone17 - $18,250.00 per annum "Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	CSEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/ DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 6/2/10 (DATE)
INSURANCE SECTION

Document Prepared By: Kim Kramer and Jane Svenelid Date: 4/15/10

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 11/3/10
Date 10/29/10	Date 10/28/10	(For Office Use Only) E #:

E-70-10

RULES RESOLUTION NO. 96 - 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND OGDEN BROTHERS COLLISION, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with Ogden Brothers Collision, Inc., for towing and impound related 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 Ogden Brothers Collision, Inc.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND OGDEN BROTHERS COLLISION, INC.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with Ogden Brothers Collision, Inc., for towing and impound related 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 Ogden Brothers Collision, Inc.

LINK TO:

DOCUMENT HEADER

8:03 AM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : SVENELID, JANE 37160
DOCUMENT NUMBER : CQPD10000009 INITIATING DEPT : PD
INPUT PERIOD (MM YYYY) : 04 2010 APRIL
VENDOR NUMBER / SUFFIX : 112831264 01 APPROVAL TYPE : 01
VENDOR NAME : OGDEN BROTHERS COLLISION,INC
VENDOR ADDRESS : 66 EAST MERRICK ROAD

FREEPORT NY 11520

COUNTRY : USA
ALPHA VENDOR : OGDEN BROTHERS COLLISION,
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 10,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4-16-10

DOCUMENT : CQPD10000009 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE	: 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF	:
TRANS DESC.	: TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT	: 10,000.00
INDEX	: PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT	: DE500 MISCELLANEOUS CONTRACTUAL SERV
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

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: Ogden Brothers Collision, Inc.

CONTRACTOR ADDRESS: 66 E. Merrick Rd. Freeport, NY 11520

FEDERAL TAX ID #: 112831264

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 HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (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.

Lawrence W. Dudley

Signature

Department Head

5/27/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

OGDEN BROTHERS COLLISION INC.

66 East Merrick Road
Freeport, New York 11520

Tele: (516) 379-0223 *Fax: (516) 379-0270*

DISCLOSURE STATEMENT:

Principals: Gia Cassano Puma Telephone: [redacted]

[redacted]

Joseph Calvagno Telephone: [redacted]

[redacted]

Please note that we are registered on a Nassau County Website at Eservices for Business.

CONTRACT FOR SERVICES

THIS AGREEMENT made the day of , 2010 by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter referred to as "POLICE DEPARTMENT") and OGDEN BROTHERS COLLISION, INC., a corporation formed pursuant to the laws of the State of New York having its principal office at 66 East Merrick Road, Freeport, New York 11520 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this

Agreement. COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 16 and 17 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

C. AFTER THIRTY (30) DAYS	$25.00 per day
4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day
B. AFTER SEVEN (7) DAYS	$30.00 per day
C. AFTER THIRTY (30) DAYS	$45.00 per day
5. BRAKE TEST	$60.00
III. COUNTY STORAGE RATE (County Charge)	$ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if

requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced.

CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone16 - $23,350.00 per annum
Zone17 - $18,250.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $3,466.67 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola,

New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $3,466.67 outstanding and not paid until the fifteenth day of the month would be figured as follows: $3,466.67 x 0.20 = $693.30 / 365 = $1.90 x 15 = $28.49). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $41,600.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b). The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance

evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

OGDEN BROS. COLLISION INC.

By: _____

Name: Joe Calvagno

Title: President

Date: 9/9/10

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 11/3/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 9th day of September in the year 2010 before me personally came Joe Calvagno to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Ogden Brothers Collision, 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

TATUM J. FOX
Notary Public, State of New York
No. 02FO6109400
Qualified in Nassau County
Commission Expires ~~May 10, 20~~ August 25, 2012

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 3 day of November in the year 2010 before me personally came Richard R Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170[illegible]
EXPIRES 7-23-2012

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate. 2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to

receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal

property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was

left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the

proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.
2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

OPENED 2 2009 OFFICE OF PURCHASING

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3935	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACT

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
ZONES 1 & 4, 2 & 5, 3 THRU 20
NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU
1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501
ATT: KIM KRAMER @ (516) 573-7210

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 11-2831264

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

NAME OF BIDDER Ogden Bros. Coll. Inc.
ADDRESS 66 E. Merrick Rd
CITY Freeport STATE N.Y. ZIP CODE 11520 TELEPHONE 516-379-0223

SIGNATURE OF AUTHORIZED INDIVIDUAL

Paul Scelicci Pres.
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.

DISCLOSURE STATEMENT

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

Bidders Name: Ogden Bros. Coll. Inc.

Address: 66 E. Merrick Rd. Freeport N.Y. 11520

Telephone No: 516-378-9486 Fax No: 516-379-0270

1. State Whether: A Corporation S Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE Paul [signature] Pres
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: NYSDOT
ADDRESS: 250 Veterans Memorial Highway
Hauppauge N.Y. 11788
TELEPHONE: 631-904-3055 CONTACT PERSON Jack Randazzo
CONTRACT DATE: May 2007 – 2009 1 Year Exten. to May 2010

2. REFERENCE'S NAME: N.Y. State Police - Troop L
ADDRESS: 1 Southern State Pkwy.
Valley Stream N.Y. 11580
TELEPHONE: 516-561-8883 CONTACT PERSON Trp. Dan Clifford
CONTRACT DATE: May 2007 – 2010

3. REFERENCE'S NAME: Inc. Village of Freeport
ADDRESS: 46 No. Ocean Ave
Freeport N.Y. 11520
TELEPHONE: 516-377-2304 CONTACT PERSON Louis DiGrazia
CONTRACT DATE: July 2003 - 2006

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 [signature] Pres.
BIDDER TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law; the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE _____ BIDDER _____ Pres. TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE _____ Pres. _____
BIDDER TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER _____ Pres - TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ No Bid ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ No Bid ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ Pres TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ 18,700.- ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 16,350.- ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 17,650.- ANNUALLY

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

BIDDER SIGN HERE Paul [illegible] Pres.
BIDDER TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $ 21,750.- ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $ 23,350.- ANNUALLY

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

BIDDER SIGN HERE [signature] BIDDER [signature] TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 23,250.- ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ 14,250.- ANNUALLY

33

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

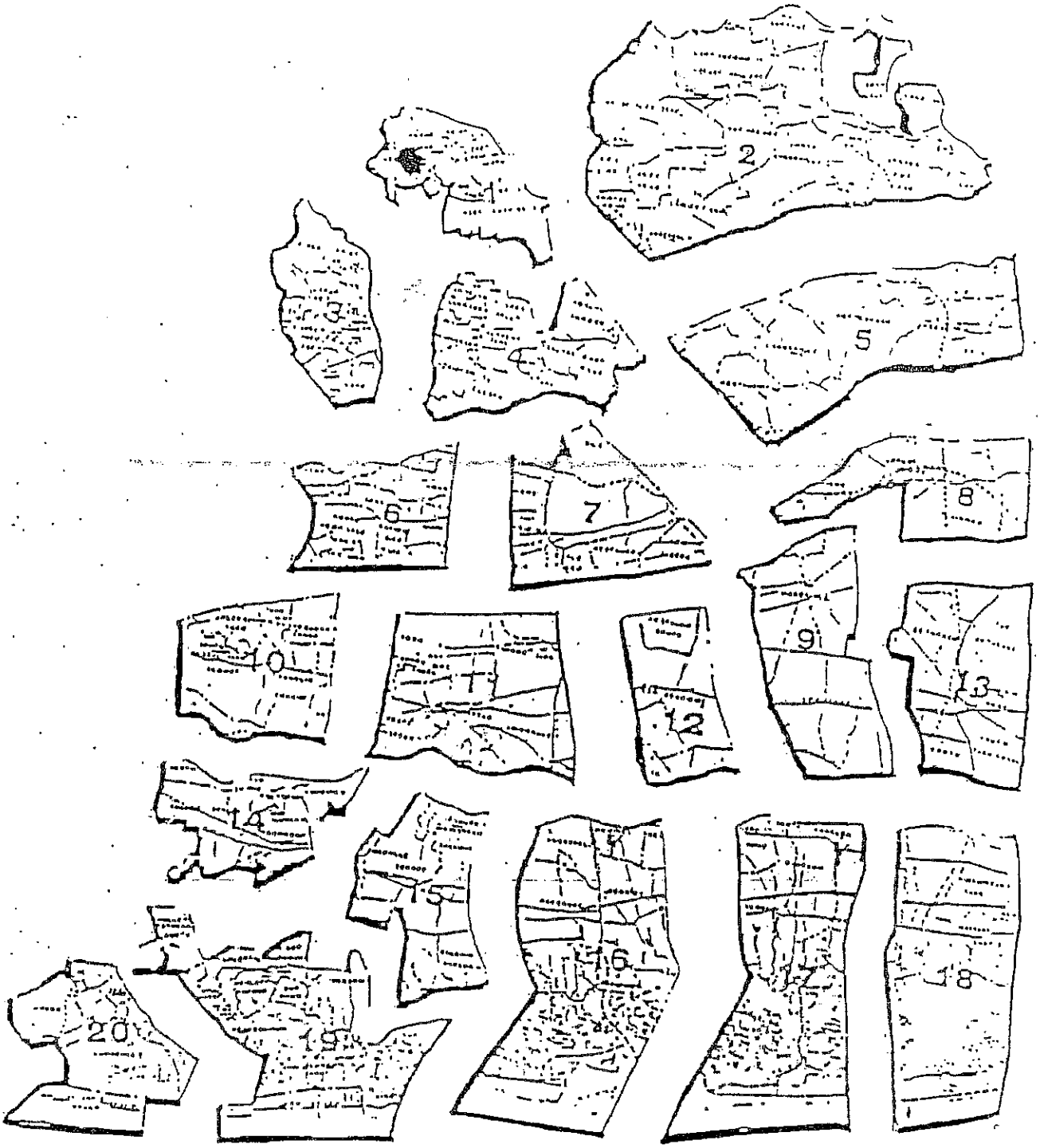
BIDDER SIGN HERE [signature] BIDDER Pres TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

DRIVER LICENSE

[redacted]

[redacted]

NEW YORK

DRIVER LICENS

[redacted]

ROGGIO,WILGUS,JOHN,M

[redacted]

SEX M EYES BR HT 6-00 CLASS

E W HR W

ISSUED: 08-01-05 EXPIRES: 01-04-

696

NEW YORK STATE

[redacted]

NEW YORK STATE

DRIVER LICENS

[redacted]

NEW YORK STATE

[redacted]

TOW
[redacted]
1993 FORD NONTRANSFERABLE
TOW WIN [redacted]
11000 D 8 UTD4100 FEB 27 2009
W/Seat Fuel/Cyl 022 UTD
OGDEN BROS Expires 03/31/11
COLLISION INC DEMA
66 EAST MERRICK RD 65 00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
307511BZ VOID IF ALTERED EXCEPT FOR ADDRESS 210 00

#1

TOW
[redacted]
2007 FREIG NONTRANSFERABLE
FIAT WIN [redacted]
025500 D 6 [redacted] 2009
W/Seat Fuel/Cyl RLLNDO298
OGDEN BROTHERS Expires 02/28/10
COLLISION INC DEMA
66 E MERRICK ROAD 150 75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
EX802966 VOID IF ALTERED EXCEPT FOR ADDRESS 190 75

#2

NEW YORK STATE REGISTRATION DOCUMENT
TOW
[redacted]
2005 FREIG NONTRANSFERABLE
FIAT WIN [redacted]
25500 D 6 UTD4100 JUL 24 2008
W/Seat Fuel/Cyl 02 UTD
OGDEN BROTHERS Expires 08/31/09
COLLISION INC DEMA
66 EAST MERRICK ROAD 150 75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
433933BX VOID IF ALTERED EXCEPT FOR ADDRESS 190 75

#4

NEW YORK STATE REGISTRATION DOCUMENT
TOW
[redacted]
1993 CHEVR NONTRANSFERABLE
TOW WIN [redacted]
14500 D 8 UTD4100 FEB 27 2009
W/Seat Fuel/Cyl 021 UTD
OGDEN BROTHERS Expires 03/31/11
COLLISION INC DEMA
66 EAST MERRICK RD 85 75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
307512BZ VOID IF ALTERED EXCEPT FOR ADDRESS 251 50

#5

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2005 FREIG NONTRANSFERABLE

FIAT WH [redacted] 52

25500 D 6 [redacted] 6B 2009

Wt/Seats Fuel/Cyl 03 LTD

OGDEN BROTHERS Expires 05/31/10

COLLISION INC DEMA

66 EAST MERRICK RD 150.75

FREEPORT NY 11520 ANNUAL CHG

AMT PAID INCLADING

007-126-A VOID IF ALTERED EXCEPT FOR ADDRESS 190.75

#6

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2005 CHNO NONTRANSFERABLE

FIAT WH [redacted] 52

0X1500 D 6 EY25305 APR 02 2009

Wt/Seats Fuel/Cyl FNZ NSTA6B

OGDEN BROS COLLISION Expires 04/30/10

INC DEMA

66 EAST MERRICK RD 150.75

FREEPORT NY 11520 ANNUAL CHG

AMT PAID INCLADING

EY25305 VOID IF ALTERED EXCEPT FOR ADDRESS 210.75

#11

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2002 KENWO NONTRANSFERABLE

TOW WH [redacted] 50

050000 D 6 HF24352 2 MAR 09 2009

Wt/Seats Fuel/Cyl WSC NSTA7L

OGDEN BROTHERS Expires 03/31/10

COLLISION INC DEMA

66 EAST MERRICK RD 295.50

FREEPORT NY 11520 ANNUAL CHG

AMT PAID INCLADING

EY24352 VOID IF ALTERED EXCEPT FOR ADDRESS 424.00

#10

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2002 FORD NONTRANSFERABLE

TOW WH [redacted]

15000 D 8 UUD1005 MAY 08 2009

Wt/Seats Fuel/Cyl 03 LTD

OGDEN BROTHER Expires 05/31/11

COLLISION INC DEMA

66 MERRICK RD 85.75

FREEPORT NY 11520 ANNUAL CHG

AMT PAID INCLADING

007-125-A VOID IF ALTERED EXCEPT FOR ADDRESS 257.50

#11

License 048

Expires
30 June 2009

Town of Hempstead

2008/2009 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183 CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that OGDEN BROTHERS COLLISION, INC.
of FREEPORT N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 9-9-08 Number of vehicles licensed 8 Fee paid $ 650.00

The following Town of Hempstead license numbers have been issued to the above named owner: UT 46-53

MARK A. BONILLA
Town Clerk

By

TOWN CLERK

JULIUS BLUMBERG, INC.
PUBLISHER, N.Y.C. 10013

This Agreement BETWEEN

HARRY G. OGDEN, residing at 91 Dartmouth Road, Massapequa, New York

and OGDEN BROTHERS COLLISION, INC., 66 East Merrick Road, Freeport, New York as Landlo

Witnesseth: The Landlord hereby leases to the Tenant the following premises: as Ten
The building and premises known as 66 East Merrick Road, Freeport, New York

for the term of five (~~5~~ 10) years

to commence from the 1st day of January, 2008 ~~XXX~~ and to end on t
31st day of December, 2018 ~~XXX~~ to be used and occupied only for
an auto body repair shop and accessary automobile uses.

upon the conditions and covenants followin

1st. That the Tenant shall pay the annual rent of as provided in paragraph 41st herein.
Said rent to be payable at 91 Dartmouth Road, Massapequa, New York or such other place as Landlord may designate, and Tenant shall pay any and all additional rent as herein provided.

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during term aforesaid, as ~~XXXXX~~ herein set forth.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repa
whether inside or outside of the premises.

and at the end or other expiration of the term shall deliver up the demised premises in good order or condition, damages the elements excepted. see also paragraph 28th

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requi ments of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to s premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with s premises during said term, and shall also promptly comply with and execute all rules, orders and regulations of the N York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underle or und lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall i mediately cease and determine at the option of the Landlord as if it were the expiration of the original term.
(see paragraph 40th)

IMPOUND RATES (MAXIMUM ALLOWABLE

a. Towing to a contractor's premises
   i. Passenger cars, taxis, and motorcycles $85.00
   ii. Commercial vehicles up to 8,000 pounds unladen $120.00
   iii. Commercial vehicles over 8,000 $120.00 plus $15.00
   per each additional 4,000 pounds or part thereof

b. Towing from a contractor's premises to a County-owned storage facility
   i. Passenger cars, taxis, and motorcycles $75.00
   ii. Commercial vehicles $75.00

c. Storage for each 24-hour period or part thereof for the first seven days
   i. Passenger cars, taxis, and motorcycles $10.00 per day
   ii. Commercial vehicles up to 30 feet in length $15.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $20.00 per day

d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   i. Passenger cars, taxis, and motorcycles $15.00 per day
   ii. Commercial vehicles up to 30 feet in length $20.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $30.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day
   i. Passenger cars, taxis, and motorcycles $25.00 per day
   ii. Commercial vehicles up to 30 feet in length $25.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof
   i. Passenger cars, taxis, and motorcycles $2.50 per day
   ii. Commercial vehicles $2.50 per day

g. Brake test
   i. Passenger cars, taxis, and motorcycles $40.00
   ii. Commercial vehicles $60.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay, then southerly along the western coast of Hempstead Bay to the northern Boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Community Drive meets the southern extremity of the Long Island Expressway, then northerly along the eastern extremity of Community Drive to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the Town Line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeast boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the point of beginning.

ZONES 1 and 4 BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the Long Island Expressway meets the New York City Line, then easterly along the southern extremity of the Long Island Expressway to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6. BID OFFER: $_____ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the Long Island Expressway, then easterly along the southern extremity of the Long Island Expressway to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay, then southeasterly and southerly along said Town Lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7. BID OFFER: $_____ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay, then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to Route 107; then northerly along the eastern extremity of Route 107 to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8. BID OFFER: $_____ANNUALLY

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : OGDEN BROTHERS COLLISION, INC.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

FILER:

NINA ABRAMOV
[redacted]

FILED: 07/08/2011
CASH#: 262186
FILM#: 20110708019

PRINCIPAL LOCATION

66 EAST MERRICK RD

FREEPORT
NY 11520

COMMENT:

ASSUMED NAME

ALL COUNTY AUTOBODY

SERVICE COMPANY : +++ NO SERVICE COMPANY +++ CODE:
BOX :

FEES	85.00	PAYMENTS:	85.00
FILING :	25.00	CASH :	
COUNTY :	25.00	CHECK :	
COPIES :	10.00	C CARD :	85.00
MISC :	.00		
HANDLE :	25.00		
		REFUND :	

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave.
Albany, NY 12231-0001
www.dos.state.ny.us

Certificate of Assumed Name

Pursuant to General Business Law, §130

1. NAME OF ENTITY

Ogden Brothers Collision, Inc.

1a. *FOREIGN ENTITIES ONLY.* If applicable, the fictitious name the entity agreed to use in New York State is:

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- [X] Business Corporation Law
- [ ] Education Law
- [ ] Insurance Law
- [ ] Other (specify law):
- [ ] Limited Liability Company Law
- [ ] Not-for-Profit Corporation Law
- [ ] Revised Limited Partnership Act

3. ASSUMED NAME

All County Autobody

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

66 East Merrick Rd
Freeport NY 11520

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

[ ] ALL COUNTIES (If not, circle county(ies) below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	Nassau	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Putnam	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Oneida	Rensselaer	Steuben	Westchester
Chautauqua	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fulton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME. Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 8 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

66 East Merrick Rd.
Freeport NY 11520

[ ] No New York State Business Location

INSTRUCTIONS FOR SIGNATURE: If corporation, by an officer; if limited partnership, by a general partner; if limited liability company, by a member or manager or by an authorized person or attorney-in-fact for such corporation, limited partnership, or limited liability company. If the certificate is signed by an attorney-in-fact, include the name and title of the person for whom the attorney-in-fact is acting. (Example, John Smith, attorney-in-fact for Robert Johnson, president.)

Nina Abramov
Name of Signer

Nina Abramov
Signature

CPA / Authorized POA
Title of Signer Authorized Agent

CERTIFICATE OF ASSUMED NAME
OF

All County Autobody

(Insert Entity Name)

Pursuant to §130, General Business Law

Filed by: Nina Abramov
(Name)

[redacted]ve
(Mailing address)

[redacted]
(City, State and Zip code)

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $25 fee. The Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or transacts business: $100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and $25 for each county outside New York City. All checks over $500 must be certified.

(For office use only)

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: 10/16/15

1) Bidder's/Proposer's Legal Name: All County hook-up towing INC.

2) Address of Place of Business: 66 E. merrick Rd Freeport N.Y. 11520

List all other business addresses used within last five years:
4370 Austin Blvd Island Park N.Y. 11558

3) Mailing Address (if different): Same

Phone: 516-378-9486

Does the business own or rent its facilities? OWN + Rent

4) Dun and Bradstreet number: 07-933-7045

5) Federal I.D. Number: 743067002

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes X No ___ If Yes, please provide details: our Auto body Shop

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: our Auto body Shop

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 ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(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 New York State DOT

Contact Person Jessica

Address [redacted]

City/State [redacted]

Telephone 631-904-3055

Fax # 631-234-3637

E-Mail Address

Company Inc village of Rockville Centre

Contact Person Commissoner Gennario

Address 34 maple Ave

City/State Rockville Centre N.Y. 11570

Telephone 516-766-1500

Fax #

E-Mail Address

Company Inc village of Freeport

Contact Person Rob Finnse

Address 46 North Ocean Ave

City/State Freeport N.Y. 11520

Telephone 516-377-2289

Fax #

E-Mail Address

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 Joseph Calvagno
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 66 E Merrick Rd
   City/state/zip Freeport N.Y. 11520
   Telephone 516-378-9486
   Other present address(es) _____
   City/state/zip _____
   Telephone 516-779-3085
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/1/01 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Im the owner

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. Tow truck loans

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 ___ YES X If Yes, provide details.

New York state DOT Contract for towing
village of Freeport Contract for towing

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.

Contract ID#: CQPD10000007

Department: POLICE R17

E-17-16

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD15000021 NIFS Entry Date 9/18/15 Term: **FROM**: 9-01-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com Phone (516) 239-7302

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☐		
	OMB	*NIFS Approval (Contractor Registered)*	☐ 9/21/15		Yes ☐ No ☐ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☐ 10/1/15		
10/4/15	County Attorney	*CA Approval as to form*	☑ 10/4/15		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:22

PR5254 (1/06)

Contract ID#: CQPD10000007 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 19	$28,352.99 per annum
Zone 20	$19,352.99 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	G. Ometz 10/1/15	$
5		$
6		$
	TOTAL	$ 5,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 11/8/15
Date	Date	(For Office Use Only) E #:

E-17-16

RULES RESOLUTION NO. 17-2016

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 POLICE DEPARTMENT AND K & G GARAGE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with K & G Garage for towing and impound related 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 amendment to an agreement with K & G Garage

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence , New York 11559 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000007** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

K & G Garage

By: James Walsh
Name: JAMES WALSH
Title: PRES
Date: 8-26-2015

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 26 day of August in the year 2015 before me personally came JAMES WALSH 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 Pres of K+G GARAGE 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

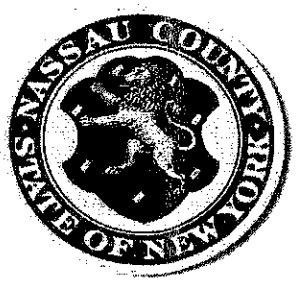
KARLA M HERNANDEZ
Notary Public, State of New York
No. 01HE6317408
Qualified in Nassau County
Commission Expires Jan. 05, 2019

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

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: K & G Garage

CONTRACTOR ADDRESS: 656 Rockaway Turnpike
Lawrence, New York 11559

FEDERAL TAX ID #: 11-3277627

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000007**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: K+G GARAGE INC

Address: 656 ROCKAWAY TPKE

City, State and Zip Code: LAWRENCE NY 11559

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

JAMES WALSH

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.

JAMES WALSH [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.

A+B TOWING CO. INC 400 Rockaway Tpke Lawrence NY 11559

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 6-17-15

Signed: James Walsh

Print Name: JAMES WALSH

Title: PRES.

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

Discloser Statement

James Walsh

[redacted]

[redacted]

Owner, President

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 100265011

Premium: $1,193.00

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
K & G Garage Inc.
656 Rockaway Turnpike
Lawrence, NY 11559

SURETY (Name and Principal Place of Business):
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address):
Nassau County Police Department
1490 Franklin Avenue
Mineloa, NY 11501

CONSTRUCTION CONTRACT
Date: 08/28/2015
Amount: $ 47,706
Description (Name and Location):
Towing Services around Nassau County, Towing Services around Nassau County,

BOND
Date (Not earlier than Construction Contract Date): 08/28/2015
Amount: $ 47,706
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL COMPANY:
K & G Garage Inc.

Corporate Seal)

Signature:
Name and Title:

SURETY COMPANY:
Hudson Insurance Company

(Corporate Seal)

Signature:
Name and Title:
Rachel Price Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
PRICE AND PRICE ENTERPRISES, INC.-NON-STANDARD CONTRACT
181 SOUTH FRANKLIN AVENUE, SUITE 603
VALLEY STREAM, NY 11581

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY COMPANY:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

---

Firm Acknowledgment

State of _____}
} ss:
County of _____}

On this _____ day of _____, 2015, before me personally came_____to me known and who being by me duly sworn, did depose and say that he is _____of _____K&G Garage Inc._____the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his/her name thereto by like order.

My commission expires_____ _____
Notary Public

Surety Acknowledgment

State of New York}
} ss:
County of Nassau}

On this 28th day of August, 2015, before me personally came Rachel Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 3-4-18 Mary A Price
Notary Public

MARY A. PRICE
NOTARY PUBLIC, State of New
No. 01PR5056603
Qualified in Nassau County
Commission Expires 3/04/18

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 100265011

Premium: Included in Performance Bond

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
K & G Garage Inc.
656 Rockaway Turnpike
Lawrence, NY 11559

SURETY (Name and Principal Place of Business):
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address):
Nassau County Police Department
1490 Franklin Avenue
Mineloa, NY 11501

CONSTRUCTION CONTRACT
Date: 08/28/2015
Amount: $ 47,706
Description (Name and Location):
Towing Services around Nassau County, Towing Services around Nassau County,

BOND
Date (Not earlier than Construction Contract Date): 08/28/2015
Amount: $ 47,706
Modifications to this Bond: [x] None [ ] See Page 6

CONTRACTOR AS PRINCIPAL COMPANY:
K & G Garage Inc.

(Corporate Seal)

Signature: _____
Name and Title:

SURETY COMPANY:
Hudson Insurance Company

(Corporate Seal)

Signature: Rachel Price
Name and Title:
Rachel Price Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
PRICE AND PRICE ENTERPRISES, INC.-NON-STANDARD CONTRACT
181 SOUTH FRANKLIN AVENUE, SUITE 603
VALLEY STREAM, NY 11581

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Firm Acknowledgment

State of _____}
} ss:
County of _____}

On this _____ day of _____, 2015, before me personally came_____to me known and who being by me duly sworn, did depose and say that he is _____of _____K&G Garage Inc._____the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his/her name thereto by like order.

My commission expires_____ _____
Notary Public

Surety Acknowledgment

State of New York}
} ss:
County of Nassau}

On this 28th day of August, 2015, before me personally came Rachel Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 3-4-18 Mary A Price
Notary Public

MARY A. PRICE
NOTARY PUBLIC, State of New York
No. 01PR5056803
Qualified in Nassau County
Commission Expires 03/04/18

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2014

ASSETS

Bonds	$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	$	1,042,651,623

LIABILITIES & SURPLUS

Losses	$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		41,667,156
	$	602,476,473
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		139,194,815
Surplus as regards policyholders	$	440,175,150
	$	1,042,651,623

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

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2015.

John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16th day of March 2015
My commission expires

ANN M MURPHY
Registration #01MU6067553
Qualified In Nassau County
My Commission Expires
December 10, 2017

Bond Number: 100265011

HUDSON
INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Rachel Price

of the State of NY

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Forty Seven Thousand Seven Hundred Five Dollars and Ninety Eight Cents ($47,705.98)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of August, 2015

(Corporate Seal)

By: Dina Daskalakis, Corporate Secretary

Form Bond 10 8 2010 (v1)

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

K & G Garage
656 Rockaway Turnpike
Lawrence, New York 11559
Attention: James Walsh

Re: County of Nassau and K & G Garage

Dear Mr. Walsh:

I have enclosed the Amendment between the County of Nassau and K & G Garage, for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016***.

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **MONDAY AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $47,705.98, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GAMC

Contract ID#: CQPD10000007 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 07 NIFS Entry Date 3/4/15 Term: **FROM**: 5-01-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment ☐	
Time Extension ☒	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com
	Phone (516) 239-7302

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☒		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑ 7/14/15		Yes ☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/14		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑ 7/16/15		
7/17/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 7/17/		

PR5254 (1 06)

Contract ID#: CQPD10000007 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 19	$28,352.99 per annum
Zone 20	$19,352.99 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	[illegible] 7/13/15	$
5		$
6		$
TOTAL		$ 5,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 7/7/15	Date 8/6/15	E #:

PR5254 (1 06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: K & G Garage

CONTRACTOR ADDRESS: 656 Rockaway Turnpike
Lawrence, New York 11559

FEDERAL TAX ID #: 11-3277627

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000007**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 15, 2015
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence , New York 11559 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000007** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

K & G Garage

By: _____
Name: JAMES WALSH
Title: PRES
Date: 5-13-15

NASSAU COUNTY

By: _____
Name: Chris Nolan
Title: Deputy County Executive
Date: 5/13/15

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of May in the year 2015 before me personally came Walsh James W. 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 K+G Garage, 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

KARLA M HERNANDEZ
Notary Public, State of New York
No. 01HE6317408
Qualified in Nassau County
Commission Expires Jan. 05, 2019

Blue Ink

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

On the 17th day of August in the year 2015 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6132828
Qualified in Nassau County
Commission Expires Feb. 28, 2018

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: K+G GARAGE INC

Address: 656 ROCKAWAY TPKE

City, State and Zip Code: LAWRENCE NY 11559

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

JAMES WALSH

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.

JAMES WALSH [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.

A+B TOWING CO. INC 400 Rockaway Tpke Lawrence NY 11559

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 6-17-15

Signed: James Walsh

Print Name: JAMES WALSH

Title: PRES.

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

Contract ID#: CQPD10000007 Department: POLICE

#6

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD140000 13 NIFS Entry Date 8/28/14 Term: **FROM**: 5-01-14 **TO**: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com Phone (516) 239-7302

County Department	
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org	
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501	
Phone 516-573-7168	

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	☑		
	OMB	NIFS Approval (Contractor Registered)	☑ 10/9/14		Yes☐ No ☒ Not required if blanket resolution
10/14/14	County Attorney	CA RE & Insurance Verification	☑ 10/17/14		
10/20/14	County Attorney	CA Approval as to form	☑ 10/20/14		Yes☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/20/14	County Attorney	NIFS Approval	☑ 10/20/14		
	Comptroller	NIFS Approval	☐	SB 10/31/14	
	County Executive	Notarization Filed with Clerk of the Leg	☐		

PR5254 11-06

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: K & G Garage

CONTRACTOR ADDRESS: 656 Rockaway Turnpike
Lawrence, New York 11559

FEDERAL TAX ID #: 11-3277627

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [date]. This is a renewal (extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of th relevant pages are attached). The original contract, CQPD10-000007, was made pursuant to Sealed B 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a cop of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. the contractor has not received a satisfactory evaluation, the department must explain why the contract 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 service 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 serv required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reaso for entering into this contract without conducting a competitive process, and details when the departme intends to initiate a competitive process for the future award of these services. For any such contract, whe the vendor has previously provided services to the county, attach a copy of the most recent evaluation the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mu explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performan evaluations may not be possible because of the nature of the human services program, or because of compelling need to continue services through the same provider. In those circumstances, attach explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence , New York 11559 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000007** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

K & G Garage

By: James Wahl
Name: James Wahl
Title: Pres
Date:

NASSAU COUNTY

By:
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

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

On the 7 day of April in the year 2014 before me personally came Nash James, W. 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 Pres of K & G Garage, 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

Gisela M. Aguilar
Notary Public - State of New York
Reg. # 01AG6076533
Qualified in Nassau County
My Commission Expires 05/31/20 14

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

On the 5 day of November in the year 2014 before me personally came Richard Rivera 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE3258026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQPD10000007 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300009 NIFS Entry Date 4/28/13 Term: FROM: 5-1-13 TO: 4-30-14

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 K & G Garage, Inc.	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: hwalsh14@gmail.com
	Phone (516) 239-7302

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appv'l (Dept. Head) Contractor Registered	☐ 4/24/13		
	OMB	NIFS Approval (Contractor Registered)	☑ 4/26/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	☑ 4/30/13		
	County Attorney	CA Approval as to form	☒ 5/1/13		Yes ☐ No ☒
	Legislative Affairs	Fw'd Original Contract to CA	☐		
	County Attorney	NIFS Approval	☒ 5/1/13		
	Comptroller	NIFS Approval	☑ 5/2/13		
	County Executive	Notarization Filed with Clerk of the Leg.	☐ 5/2/13		

PP5254 (1/06)

Contract ID#: CQPD10000007 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 19 -	$28,352.99	per annum
Zone 20 -	$19,352.99	per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	4/30/13	$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant

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 line appropriation to be charged.	Name
Name	Name Steven L. Fabrizio	Date 5/29/13
Date 5/22/13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: K&G Garage, Inc.

CONTRACTOR ADDRESS: 656 Rockaway Tpke., Lawrence, NY 11559

FEDERAL TAX ID #: 113277627

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000007, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4·24·13
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence , New York 11559 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000007 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

K & G Garage

By: James Walsh
Name: James Walsh
Title: Pres
Date: 2-22-13

NASSAU COUNTY

By:
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 28 day of February in the year 2013 before me personally came Welsh James 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 D & B Towing, 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

Gisela M. Aguilar
Notary Public - State of New York
Reg. # 01AG6076533
Qualified in Nassau County
My Commission Expires 06/24/2014

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

On the 29 day of May 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 a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170632
EXPIRES 7/23/20__

act ID#: CQPD10-000007

Department: Police

E-122-10

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: CQPD10000007 NIFS Entry Date: 4/15/10 Term: from 05/01/10 to 04/30/13

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 K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11801 Email: WWreckMaster400@aol.com	Contact Person James Walsh Phone 516-239-7302 Fax: 516-239-4281

County Department	
Department Contact Kim Kramer	
Address 1490 Franklin Ave Mineola, NY 11501	
Phone 516-573-7212	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verifications		DATE Appvd & Rtnd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept. Head) 4/16/10 NIFS Appvl (Dept. Head)	☒ ☐	8/1/10		
	OMB	NIFS Approval	☑	8/4/10		Yes ☐ No ☑ Not required if blanket resolution
8/4/10	County Attorney	CA RE & Insurance Verification	☑	8/4/10		
	County Attorney	CA Approval as to form	☐	8/12		Yes ☑ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐	8/23/10	Gregory A. May	
	Rules ☐ / Leg. ☐		☐			
	County Attorney	NIFS Approval	☐			
	Comptroller	NIFS Approval	☑	8/23/10		
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	8/24/10		

CQPDH10-005007

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a person service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 19 - $28,352.99 per annum
Zone 20 - $19,352.99 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 8/4/10

Document Prepared By: Kim Kramer and Jane Svenelid Date 04/15/10

NFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 8/24/10
Date 10/22/10	Date 10/13/10	(For Office Use Only) E #:

E-122-C.

RULES RESOLUTION NO. 160-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND K&G GARAGE.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-13-10
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with K&G Garage for services in connection with County impound and towing, 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 K&G Garage.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND K&G GARAGE.

WHEREAS, the County has negotiated a personal services agreement with K&G Garage for services in connection with County impound and towing, 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 K&G Garage.

George Maragos
County Comptroller

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: K& G GARAGE

CONTRACTOR ADDRESS: 656 Rockaway Turnpike, Lawrence, New York 11559

FEDERAL TAX ID #: 113277627

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 HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

8/1/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD10000007	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: 113277627 01	APPROVAL TYPE	: 01
VENDOR NAME	: K & G GARAGE		
VENDOR ADDRESS	: 656 ROCKAWAY TPKE		
	LAWRENCE	NY 11559	
COUNTRY	: USA		
ALPHA VENDOR	: K & G GARAGE		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4-16-10

FAML4050 V4.2 NIFS PRODUCTION SYSTEM 04/15/2010
LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 2:11 PM

DOCUMENT : CQPD10000007 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE	:	103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF	:	
TRANS DESC.	:	TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT	:	10,000.00
INDEX	:	PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT	:	DE500 MISCELLANEOUS CONTRACTUAL SERV
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

ATTACHED TO : DOCUMENT NUMBER : CQPD10000007
PAGE : 01 OF 01

K&G TOWING
TOW AND STORAGE CONTRACT
PDPDH1143/DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) K & G Garage., a corporation formed pursuant to the laws of the State of New York having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is under a direction to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles as a result of mechanical breakdowns, accidents and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles as become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use services to tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec. 103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence within May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone or zones numbered 19 and 20 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone or zones assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If a zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. **PASSENGER CARS, TAXIS, AND MOTORCYCLES:**

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. **COMMERCIAL VEHICLES:**

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day
C. AFTER THIRTY (30) DAYS	$25.00 per day
4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:	

A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day
B. AFTER SEVEN (7) DAYS	$30.00 per day
C. AFTER THIRTY (30) DAYS	$45.00 per day
5. BRAKE TEST	$60.00
III. COUNTY STORAGE RATE (County Charge)	$2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITY TO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle

owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access; (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 19 -	$28,352.99	per annum
Zone 20 -	$19,352.99	per annum

The check shall be made payable to the "Nassau County" in the amount of $3,975.50 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as

follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $3,975.50 outstanding and not paid until the fifteenth day of the month would be figured as follows: $3,975.50 x 0.20 = $795.10 / 365 = $2.18 x 15 = $32.68). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $47,705.98 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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").

(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 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

(c) In connection with the termination or impending termination of this Agreement the CONTRACTOR shall, regardless of the reason for termination,

take all actions reasonably requested by the COUNTY (including those set forth in other provisions of this Agreement) to assist the COUNTY in transitioning the CONTRACTOR'S responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the DEPARTMENT. Not less than thirty (30) days prior to the date of any

expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits

required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

K & G GARAGE

By: James Walsh

Name: James Walsh

Title: President

Date:

NASSAU COUNTY

By: E. P. Mangano

Name: Edward P. Mangano.

Title: [redacted] County Executive

Date: 10/25/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 12th day of April in the year 2010 before me personally came James Walsh to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 K+G garage, 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

SAMANTHA RICCIO
Notary Public
Lic. 01RI 6152310
Nassau County NY
Commission Expires 09052010
Samantha Riccio
04-12-2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 25 day of October in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of Nassau; that he or she is a ~~Deputy~~ COUNTY Executive of the COUNTY of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the COUNTY Government Law of Nassau COUNTY.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor.

However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to

subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§ 200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§ 201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service

can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or

the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona

fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled

to the possession thereof.

§ 204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the

right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer,

for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

K&G Garage

656 Rockaway Turnpike
Lawrence NY 11559
516-239-7302 Fax 516-239-4281

Disclosure Statement

April 12, 2010

Dear Sirs:

Please be advised that I am the sole officer of K&G Garage, Inc.

Sincerely,

James Walsh

James Walsh, President

[redacted]

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3936	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-3277627

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

NAME OF BIDDER: K + G GARAGE

ADDRESS: 656 ROCKAWAY TPKE

CITY: LAWRENCE STATE: NY ZIP CODE: 11559 TELEPHONE: 516 2397302

SIGNATURE OF AUTHORIZED INDIVIDUAL	PRINT OR TYPE NAME OF SIGNER AND TITLE
James Walsh	JAMES WALSH PRES.

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.

DISCLOSURE STATEMENT

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

Bidders Name: Kt & Garage inc

Address: 656 Rockaway Tpke Lawrence Ny 11559

Telephone No: 516 239 7302 Fax No:

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE James Walsh
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: Collision Specialists of Inwood
ADDRESS: 425 Doughty Blvd
Inwood NY 11096
TELEPHONE: 516-239-2343 CONTACT PERSON Richard Conte
CONTRACT DATE:

2. REFERENCE'S NAME: Lakeview Mercedes
ADDRESS: 468 Lakeview Ave
Rockville Centre NY 11570
TELEPHONE: 516-766-2585 CONTACT PERSON (Will Cinservice)
CONTRACT DATE:

3. REFERENCE'S NAME: Allstate Motor Club
ADDRESS: PO Box 3094
Arlington Heights, IL 60006
TELEPHONE: 800-869-7997 CONTACT PERSON Warren Gerky
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE _____ BIDDER _____ 5-20-09 TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; ~~pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement~~ for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE James Walsh — BIDDER

Pres — TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE [signature] Pres

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

IMPOUND RATES (MAXIMUM ALLOWABLE

a. Towing to a contractor's premises
   i. Passenger cars, taxis, and motorcycles $85.00
   ii. Commercial vehicles up to 8,000 pounds unladen $120.00
   iii. Commercial vehicles over 8,000 $120.00 plus $15.00 per each additional 4,000 pounds or part thereof

b. Towing from a contractor's premises to a County-owned storage facility
   i. Passenger cars, taxis, and motorcycles $75.00
   ii. Commercial vehicles $75.00

c. Storage for each 24-hour period or part thereof for the first seven days
   i. Passenger cars, taxis, and motorcycles $10.00 per day
   ii. Commercial vehicles up to 30 feet in length $15.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $20.00 per day

d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   i. Passenger cars, taxis, and motorcycles $15.00 per day
   ii. Commercial vehicles up to 30 feet in length $20.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $30.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day
   i. Passenger cars, taxis, and motorcycles $25.00 per day
   ii. Commercial vehicles up to 30 feet in length $25.00 per day
   iii. Commercial vehicles exceeding 30 feet in length $45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof
   i. Passenger cars, taxis, and motorcycles $2.50 per day
   ii. Commercial vehicles $2.50 per day

g. Brake test
   i. Passenger cars, taxis, and motorcycles $40.00
   ii. Commercial vehicles $60.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay, then southerly along the western coast of Hempstead Bay to the northern Boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Community Drive meets the southern extremity of the Long Island Expressway, then northerly along the eastern extremity of Community Drive to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the Town Line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeast boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the point of beginning.

ZONES 1 and 4 BID OFFER $_____ANNUALLY

26

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $_____ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $_____ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the Long Island Expressway meets the New York City Line, then easterly along the southern extremity of the Long Island Expressway to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6. BID OFFER: $_____ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the Long Island Expressway, then easterly along the southern extremity of the Long Island Expressway to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay, then southeasterly and southerly along said Town Lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7. BID OFFER: $_____ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay, then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to Route 107; then northerly along the eastern extremity of Route 107 to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8. BID OFFER: $_____ANNUALLY

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

~~ZONE 9. BID OFFER: $_____ ANNUALLY~~

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $_____ ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $_____ ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Jarretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE James Walsh Pres
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ ~~28,352~~ 99 ANNUALLY
$ 28,352.99 (JD)

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ 19352 99 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

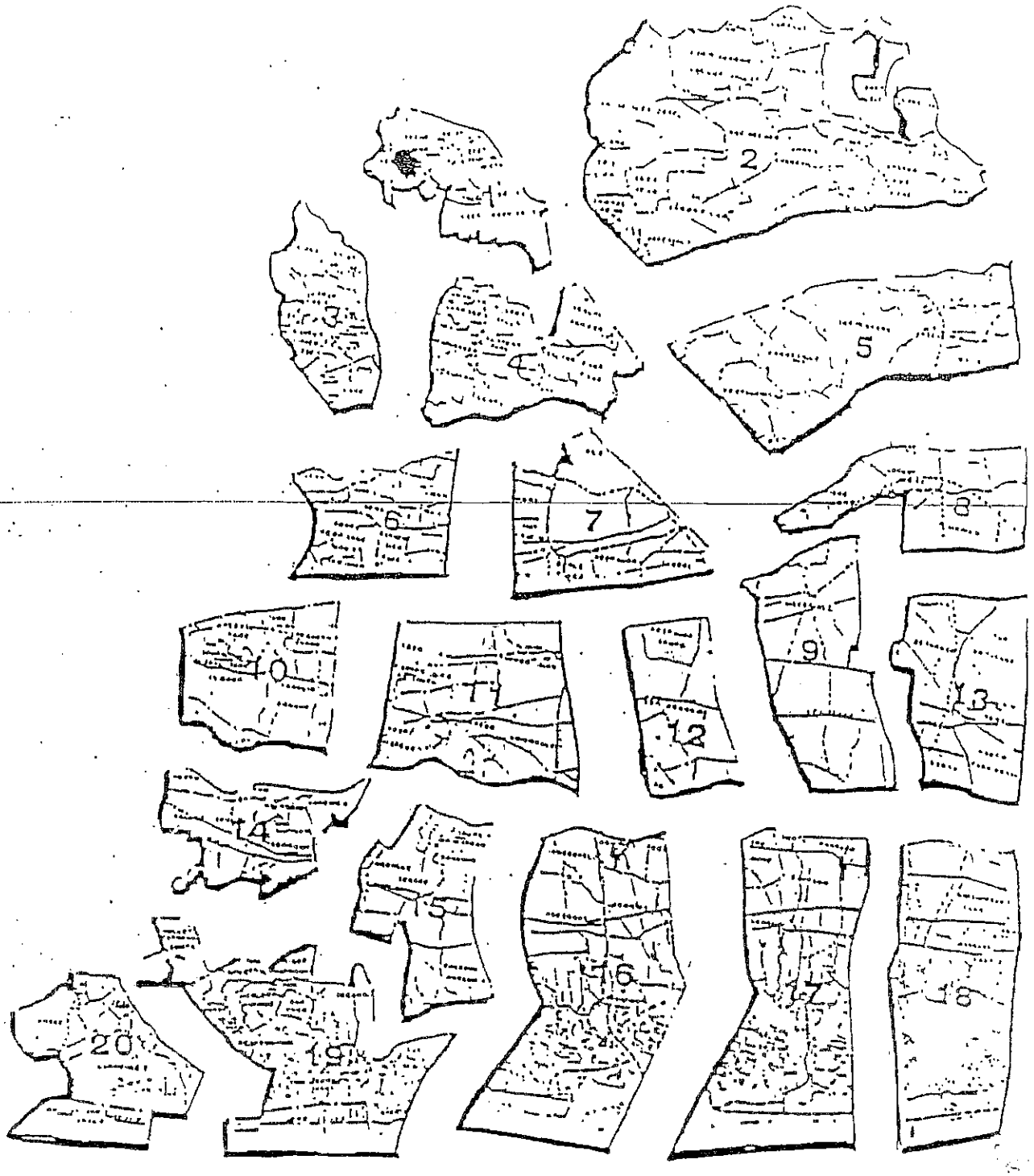
2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE James Wahl — BIDDER

Pres — TITLE


2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

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

On the 4 day of December in the year 2001 before me, the undersigned, personally appeared JAMES WALSH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

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

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

ABRAHAM SPECTOR
Notary Public, State of NY
No. 30-9119450
Qualified in Nassau County
Commission Expires:
July 31, 1992
2002

* For acknowledgments taken in New York State.

** State, District of Columbia, Territory, Possession, or Foreign Country

_____) ss.:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and Office of individual taking acknowledgment

** For acknowledgments taken outside of New York State.

Executor's Deed

TITLE No. Acc 3865-R

JAMES WALSH as the Executor of the Estate of WILLIAM J. WALSH

TO

JEW ENTERPRISES LLC.

SECTION 79
BLOCK 354
LOT 1-4
COUNTY OR TOWN NASSAU

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
First American Title Insurance Company of New York

Recorded At Request of
First American Title Insurance Company of New York
RETURN BY MAIL TO:

ABRAHAM SPECTOR
979 East End
Woodmere, NY 11598

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONL

THIS INDENTURE, made the 4th day of December, in the year two thousand one

BETWEEN JAMES WALSH, residing at 400 Rockaway Turnpike, Lawrence, NY 11559 as Specific Devisee

as executor of the Estate of WILLIAM J. WALSH, pursuant to the last will and testament of WILLIAM J. WALSH, who died on July 31, 1995, late of County of Nassau, State of New York, deceased, party of the first part, and JMJ Enterprises LLC., 656 Rockaway Turnpike, Lawrence, NY 11559

party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of TEN ($10)——— dollars, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being at Cedarhurst, Town of Hempstead, County of Nassau and State of New York, known and designated as and by Lots Nos. 1, 2, 3 and 4 in Block "E", on a certain map entitled, "Corrected, Sales Map of 301 Bungalow Lots at Cedarhurst, Nassau County, N.Y., belonging to the heirs of Benj. E. Valentine, surveyed by Quentin F. Disher, L.S.", and filed in the Office of the Clerk of the County of Nassau on August 18, 1926 as Map No. 612, Case No. 676, which said lots when taken together are more particularly bounded and described according to said map as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Valentine Avenue with the easterly side of Benjamin Avenue;

RUNNING THENCE easterly along the southerly side of Valentine Avenue, 80.50 feet;

THENCE southerly on a line forming an interior angle of 93 degrees 48 minutes 50 seconds with the last mentioned course, 60.14 feet;

THENCE westerly at right angles to the easterly side of Benjamin Avenue, 84.50 feet to the easterly side of Benjamin Avenue;

THENCE northerly along the easterly side of Benjamin Avenue, 60.00 feet to the corner, the point or place of BEGINNING.

Subject to the riparian rights of others, if any.
Subject to any prior taking by any municipality.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

JAMES WALSH

[redacted]

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 07-02-2002
Recorded Time: 3:54:22 p

Record and Return To:
ABRAHAM SPECTOR
[redacted]

Liber Book: D 11495
Pages From: 728
To: ~~731~~ 730

Control Number: 2597
Ref #: RE 028496
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0039	00354-00	00001	
HEMPSTEAD (2820)	0039	00354-00	00002	
HEMPSTEAD (2820)	0039	00354-00	00003	
HEMPSTEAD (2820)	0039	00354-00	00004	

	Taxes Total	.00
	Recording Totals	77.00
TEM001	Total Payment	77.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK

200207020259?

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Policy Number [redacted]

ational Casualty Insurance Co.

dress of Issuer Robert S Fede Insurance Agency, Inc.
23 Green Street
Suite 102
Huntington, NY 11743

Effective Date 08/27/2008 12:01 a.m.
Expiration Date 08/27/2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

ed NEW YORK insurer has issued an Owner's Policy of urance complying with Article 8 (Motor Vehicle Financial ct) of the NEW YORK Vehicle and Traffic Law to:

Applicable with respect to the following Motor Vehicle:

1999 Year
FORD Make
[redacted] Vehicle Identification Number

G;GARAGE;INC
ROCKAWAY TPK
WRENCE NY 11559

TOW TRUCK

MV-82CR (8/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
1999 FORD NONTRANSFERABLE
TOW RD [redacted]
15000 D 8 UTD4035 APR 16 2007
WtSeats Fuel/Cyl
022 UTD
Expires 05/31/09

K&G GARAGE INC >DEMA<
656 ROCKAWAY TPKE 88.75
LAWRENCE NY 11559 ANNUAL CHG
AMT PAID (INCL ADD CHG)
088121BT VOID IF ALTERED EXCEPT FOR ADDRESS 257.50

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Policy Number [redacted]

ational Casualty Insurance Co.

Address of Issuer Robert S Fede Insurance Agency, Inc.
760 23 Green Street
Suite 102
Huntington, NY 11743

Effective Date 08/27/2008 12:01 a.m.
Expiration Date 08/27/2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

zed NEW YORK insurer has issued an Owner's Policy of surance complying with Article 8 (Motor Vehicle Financial ct) of the NEW YORK Vehicle and Traffic Law to:

Applicable with respect to the following Motor Vehicle:

1999 Year
INTERN Make
[redacted] Vehicle Identification Number

G;GARAGE;INC
ROCKAWAY TPK
WRENCE NY 11559

TOW TRUCK

Keep this document to show to the police and co

MV-82CR (8/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
1999 INTER NONTRANSFERABLE
FLAT YW [redacted]
21400 D 8 UTD4057 SEP 18 20
WtSeats Fuel/Cyl
063 UTD
Expires 10/31/

K&G GARAGE INC >DEMA
656 ROCKAWAY TNPK 127.
LAWRENCE NY 11559 ANNUAL CH
AMT PAID (INCL ADD
996159BX VOID IF ALTERED EXCEPT FOR ADDRESS 167

National Casualty Insurance Co.

Policy Number [redacted]

Address of Issuer 1760 — Robert S Fede Insurance Agency, Inc.
23 Green Street
Suite 102
Huntington, NY 11743

Effective Date 06/27/2008 12:01 a.m.
Expiration Date 06/27/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

Authorized NEW YORK insurer has issued an Owner's Policy of Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

K&G;GARAGE;INC
656 ROCKAWAY TPK
LAWRENCE NY 11559

Applicable with respect to the following Motor Vehicle:

1999 — Year
FORD — Make
[redacted]
Vehicle Identification Number

TOW TRUCK

TOW
16094TW
1999 FORD NONTRANSFERABLE
TOW XW [redacted]
14500 D 8 UTD4007 FEB 20 2009
Wt/Seats Fuel/Cyl 050 UTD
Expires 02/28/11
K&G GARAGE INC >DEMA<
656 ROCKAWAY TPKE 85.75
LAWRENCE NY 11559 ANNUAL CHG
AMT PAID (INCL ADD CHG)
234177BZ VOID IF ALTERED EXCEPT FOR ADDRESS 251.50

FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Keep this document to show to the police and co

National Casualty Insurance Co.

Policy Number [redacted]

Name & Address of Issuer 1-385-1760 — Robert S Fede Insurance Agency, Inc.
23 Green Street
Suite 102
Huntington, NY 11743

Effective Date 06/27/2008 12:01 a.m.
Expiration Date 06/27/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

authorized NEW YORK insurer has issued an Owner's Policy of liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

K&G;GARAGE;INC
656 ROCKAWAY TPK
LAWRENCE NY 11559

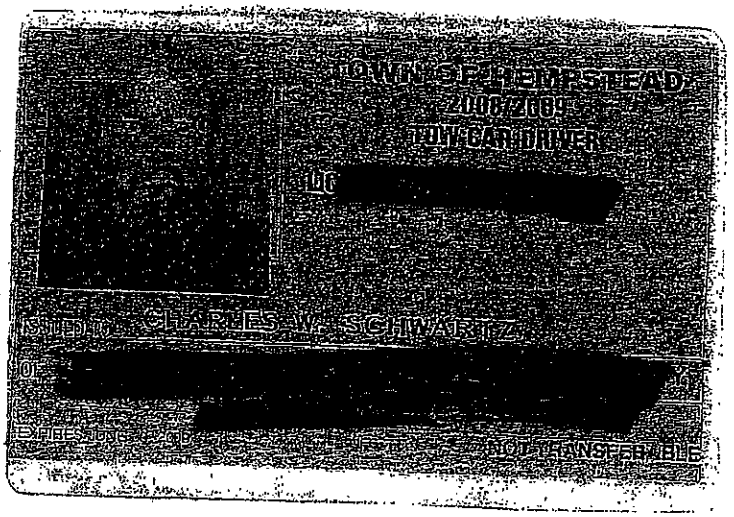
Applicable with respect to the following Motor Vehicle:

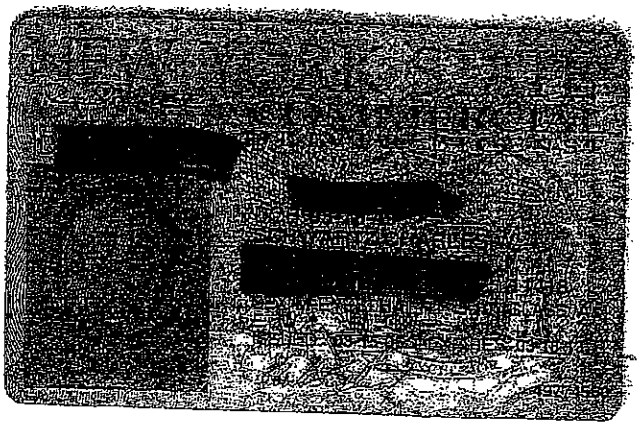
2002 — Year
INTER — Make
[redacted]
Vehicle Identification Number

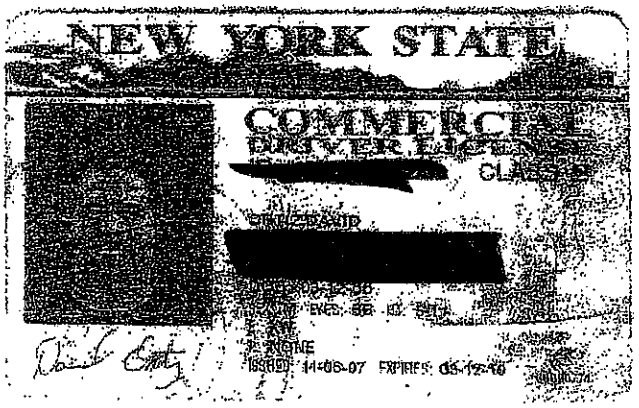
TOW TRUCK

MV-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

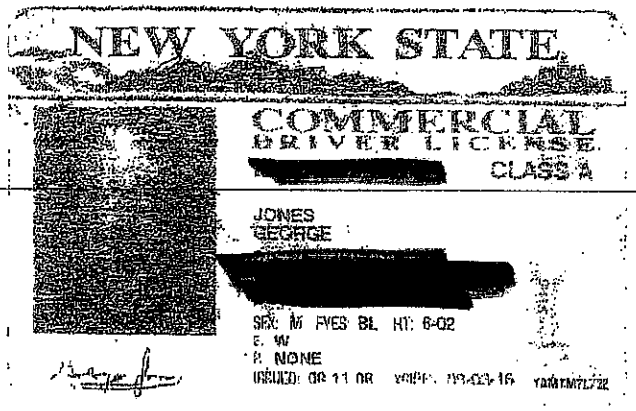
TOW
20900TW
2002 INTER NONTRANSFERABLE
TOW WH [redacted]
25500 D 6 UTD4010 AUG 14 20
Wt/Seats Fuel/Cyl 063 UTD
Expires 09/30/
K&G GARAGE INC >DEMA
656 ROCKAWAY TPKE 150.
LAWRENCE NY 11559 ANNUAL CHG
AMT PAID (INCL ADD C
670078BX VOID IF ALTERED EXCEPT FOR ADDRESS 190.

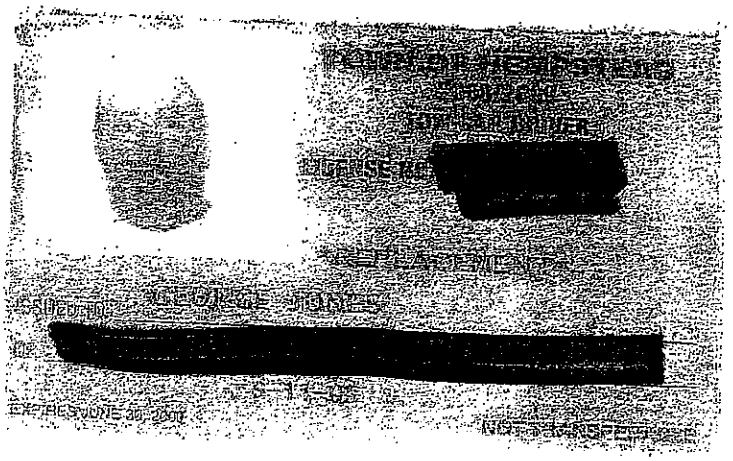

TOWN OF HEMPSTEAD
2008/2009
TOW CAR DRIVER
CHARLES W. SCHWARTZ
NOT TRANSFERABLE

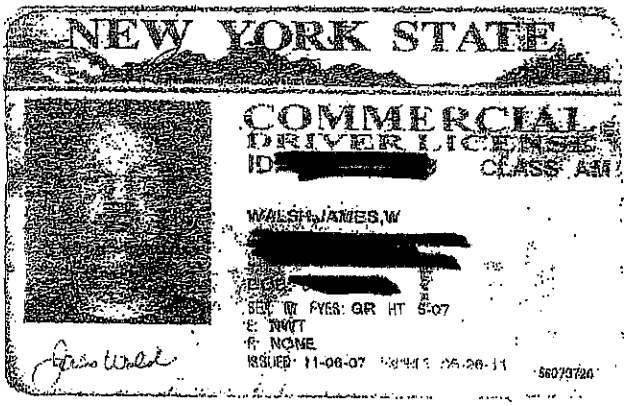


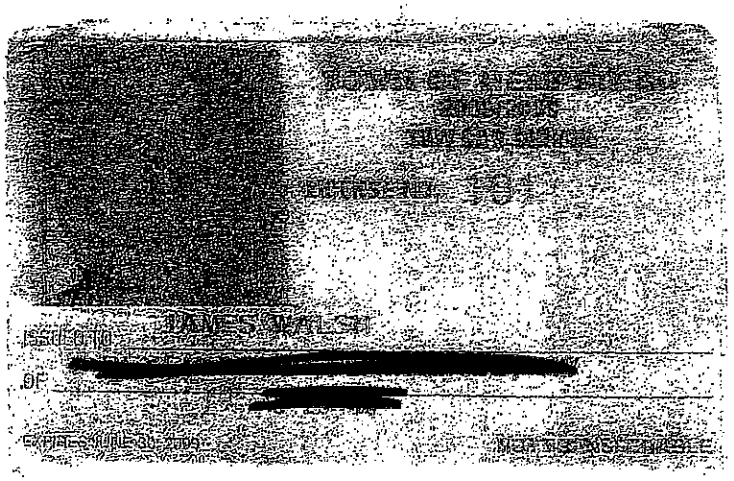

NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
[redacted]
CLASS
[redacted]
NONE
ISSUED 11-06-07 EXPIRES 05-12-10

TOWN OF HEMPSTEAD
2008/2010
LICENSE NO.


NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
[redacted]
CLASS A
JONES
GEORGE
[redacted]
SEX: M EYES: BL HT: 6-02
E. W
R. NONE
ISSUED: 08 11 08


[redacted]


NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
ID [redacted] CLASS AM
WALSH,JAMES,W
[redacted]
SEX: M EYES: GR HT: 5-07
E: NWT
F: NONE
ISSUED: 11-06-07
56079720


LICENSE NO. 13
JAMES WALSH
[redacted]
EXPIRES JUNE 30 2009

NEW YORK STATE
COMMERCIAL
DRIVER LICENSE

Sample

ID [redacted]

DOB [redacted]
ROMANO,ANTHONY,J
[redacted]
SEX: M EYES: BR HT: 5-07 CLASS: B
E: RW
ISSUED: 08-16-05 EXPIRES: 06-12-11

54246510

TOWN OF HEMPSTEAD
2008/2009
TOW CAR DRIVER
LICENSE NO. 1143

ISSUED TO ANTHONY J. ROMANO [redacted]
OF [redacted]

EXPIRES JUNE 30, 2009

NOT TRANSFERABLE

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License#: [redacted]
Fee: $150.00
Expiration Date: 12/31/2009

This hereby certifies that

K & G Garage Inc.
656 Rockaway Tpke
Lawrence, NY 11559

is granted the following license

Tow Car

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 1/9/2009

Village Administrator

OFFICE OF THE TOWN CLERK

1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550

MARK A. BONILLA

TOWN CLERK

DATE June 25, 2008 RECEIPT NO. 200820265

RECEIVED FROM K & G Garage

FOR 1 TCO-UT-Renewal-1st veh + 3 add veh

ID/Control #: APP'L 82

TOTAL PAID $350.00

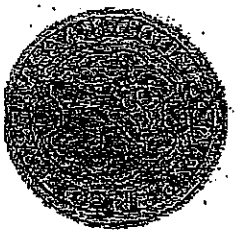
METHOD OF PAYMENT Check

SENT TO

Medallions Issued: 147-150

EP

THOMAS R. SUOZZI
COUNTY EXECUTIVE



FRANK J. RYAN
DIRECTOR OF PURCHASING

OFFICE OF PURCHASING
240 OLD COUNTRY RD. – ROOM 307
Mineola, NY 11501
(516) 571-4060
Fax (516) 571-4263

RE: ON-LINE VENDOR REGISTRATION

Dear Vendor:

Nassau County is pleased to once again remind all vendors that it has implemented an On-Line Vendor Registration initiative whereby all vendors may register via the Internet to submit their new vendor profile information. To do so, simply go to the Nassau County NY Homepage at: www.nassaucountyny.gov and select *"eServices for Business"* located in the middle of the page, then *"Vendor Registration"*, then enter your User ID and Password. Some vendors may have already done so from the County's previous announcements. In either case we ask that you read the message below to address a critical element on your behalf of the Vendor Registration / eProcurement initiative.

"CATEGORY SELECTION"
SELECTING YOUR COMMODITY(IES), PRODUCT(S) AND/OR SERVICE(S)

Please be advised that it is extremely important that your on-line registration includes the following:

1) Category selections for the product(s) and/or service(s) that you can provide. The category(s) and/or service(s) you select will allow the system to match your product(s) and/or service(s) contained in the bid requests and/or Service Proposal that the Office of Purchasing posts to the Nassau County website Bid Solicitation Board.

2) Subscription Service – If you select the "Premium Subscription" optional service, our system will be able to locate you as a provider of the particular product and/or service by the category code you selected. You will be notified via e-mail that a Bid or Request for Proposal is available for your review on the Bid Solicitation Board. However, if you fail to indicate your category code, the system will not be able to notify you even if you have chosen the Premium Subscription option.

REQUEST FOR TAX PAYER
IDENTIFICATION NUMBER AND CERTIFICATION

Document Type: Initial Entry [ ] Revision [ ]

VENDOR/PAYEE ID: 1 1 3 2 7 7 6 2 7 SUFFIX: __

VENDOR/PAYEE NAME: K & G Garage Inc.

REMIT TO ADDRESS:
6516 Rockaway Tpke

CITY: Lawrence STATE: NY ZIP: 11559

Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.

A. The vendor/payee ID number provided above is: Federal ID# [✓] Social Security # [ ]

B. Is vendor/payee incorporated: Yes [✓] No [ ]

C. Is a medical or legal service ever provided by vendor: Yes [ ] No [✓]

D. Is vendor/payee an employee of Nassau County: Yes [ ] No [✓]

Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.
Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on you tax return. For real estate transactions, item (2) does not apply. *The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Please Sign Here James Walsh
Print Name Here JAMES WALSH Date 5-20-09
Title Pres. Email Address [redacted].com
Phone # 516-239-7302 Fax # 516-239-9287

Official Use Only

Form Submitted By: _____ (Name)
_____ (NC Department)

TYPE: V or E or R ADMIN ST: P IND: R FTAX/SSN IND: F or S RESTRD: N 1099 REPORT: Y or N

Nassau County Comptroller- Vendor Claims Section
240 Old Country Road
Mineola, NY 11501

FORM#700-W9

400 ROCKAWAY TPKE LAWRENCE N Y

A & B TOWING CO INC.

May 22, 2009

NCPD

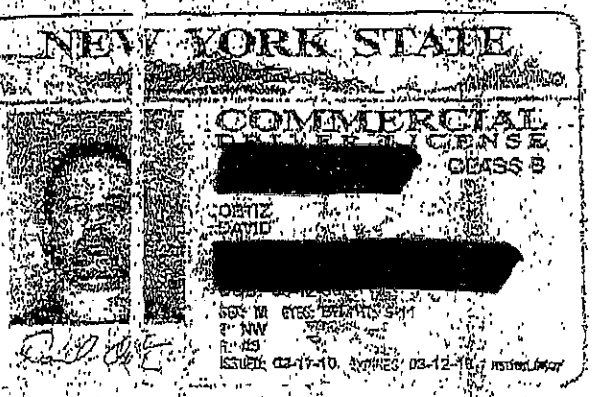
Dear Sir or Madam:

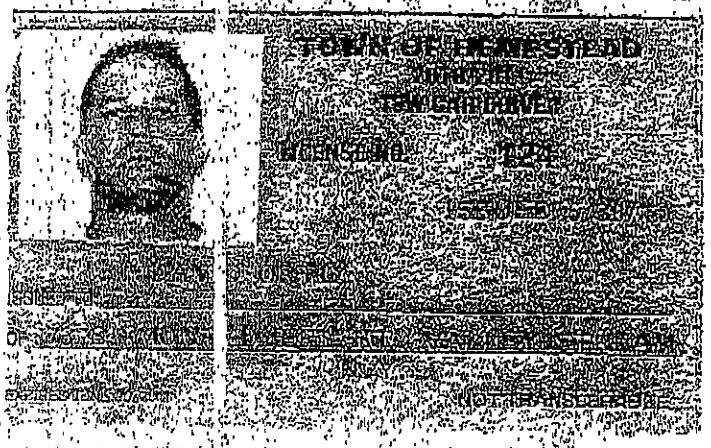
THIS IS TO VERIFY THAT A & B TOWING CO INC LOCATED AT 400 ROCKAWAY TPKE LAWRENCE WILL SUPPY & SERVICE ALL NEEDS FOR HEAVY DUTY TOWING & RECOVERY WORK Sincerely,

JAMES WALSH PRES A & B TOWING CO INC.

Click here and type logo

Alan Tatum





Com. K + G. 6

TOWN OF HEMPSTEAD

LICENSED TOW CAR

TOWN OF HEMPSTEAD

LICENSED TOW CAR

400 ROCKAWAY TPKE LAWREN

A & B TOWING CO INC.

May 22, 2009

NCPD

Dear Sir or Madam:

THIS IS TO VERIFY THAT A & B TOWING CO INC LOCATED AT 400 ROCKAWAY TPKE LAWRENCE WILL SUPPY & SERVICE ALL NEEDS FOR HEAVY DUTY TOWING & RECOVERY WORK Sincerely,

JAMES WALSH PRES A & B TOWING CO INC.

[Click here and type slogan]

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: 10-13-2015

1) Bidder's/Proposer's Legal Name: K+G GARAGE

2) Address of Place of Business: 656 ROCKAWAY TPKE LAWRENCE NY 11559

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516 239-7302

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 01-281-9793

5) Federal I.D. Number: 113277627

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details:

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No 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 ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(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.

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, James Walsh, 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 13 day of Oct. 2015

Notary Public

KARLA M HERNANDEZ
Notary Public, State of New York
No. 01HE6317408
Qualified in Nassau County
Commission Expires Jan. 05, 2019

Name of submitting business: K + G Garage Inc

By: James Walsh
Print name

James Walsh
Signature

Pres
Title

10 / 14 / 2015
Date

K & G Garage

- K & G Garage became a corporation is August 1 1995. James Walsh, of 2 Reyem Drive Lawrence New York 11559, is the sole owner and operator and shareholder of K & G Garage. The State of incorporation is New York. The number of employees at K & G Garage is four. The annual revenue of K & G Garage is 250,000. Some of James Walsh accomplishments in the 56 years we have been in business include, being elected tow man of the year. K & G Garage is also affiliated with all of the major motor clubs including Allstate and Geico. James Walsh has over 35 years off experience with towing heavy and medium duty vehicles. K & G Garage has been towing vehicles for Nassau County Police department for 50 years, and has held the county police contract for 20 years. K & G Garage also tows far Paylock.

THE INCORPORATED VILLAGE OF LYNBROOK

No. 3058

LICENSE

THIS LICENSE IS SUBJECT TO ALL VILLAGE OR NANCES AND MAY BE REVOKED FOR ANY VIOLATI

Lynbrook, N.Y., 4-1 1

This is to certify that A + B Towing Co, Inc. havi

in accordance with the provision of VILLAGE ORDINANCE NO. _____ paid the fee

$ Receipt # 96933, a **PERMIT** is hereby granted unto them / him to _____

Restricted Tow Owner
400 Rockaway Tpke.
Lawrence

within the said VILLAGE for the period of 4-1-14 from the date herec

ending 12-31-14

John Giordano
Clerk

Will Schenck
Mayor

OFFICE OF THE TOWN CLERK

1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550

NASRIN G. AHMAD

TOWN CLERK

DATE June 30, 2014 RECEIPT NO. 201419692

RECEIVED FROM A & B Towing

FOR 1 TCO-UT-Renewal-1st veh + 6 add veh

ID/Control #: APP'L 121

TOTAL PAID $575.00

METHOD OF PAYMENT Check

SENT TO

A & B Towing
400 Rockaway Turnpike
Lawrence , NY 11559

Medallions Issued: 007

EP

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 Quick Care

Contact Person Gene Weiss

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company John's Service

Contact Person John Lobianco

Address [redacted]

City/State [redacted]

Telephon [redacted]

Fax # (516) 569 · 0678

E-Mail Address

Company Collision specialists

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # (516) 239 · 1969

E-Mail Address

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 James Walsh

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 656 Rockaway Tpke

   City/state/zip Lawrence NY 11559

   Telephone 516 239-7302

   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 8/1/95 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO 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 ___ YES 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? 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, JAMES WALSH, 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 15 day of Oct. 2015

Notary Public

KARLA M HERNANDEZ
Notary Public, State of New York
No. 01HE6317408
Qualified in Nassau County
Commission Expires Jan. 05, 2019

K+G GARAGE INC.
Name of submitting business

JAMES WALSH
Print name

James Walsh
Signature

PRES.
Title

10 / 14 / 2015
Date

Contract ID#: CQPD10000010

Department: POLICE

E-18-16 R 18

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000201 NIFS Entry Date 9/18/15 Term: **FROM**: 91-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name T & D Towing Corp	Vendor ID# 112659386
Address 162 Sea Cliff Avenue Glen Cove, New York 11542	Contact Person Anthony Douso Jr. EMAIL: TDTowing@gmail.com
	Phone (516) 671-8810

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 9/29/15		Yes ☒ No ☐ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/2/15	County Attorney	*CA Approval as to form*	☑ 10/2/15		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

2016 JAN -8 P 1:

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (1/06)

Contract ID#: CQPD10000010 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 1 & 4 $33,053.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 7,500
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 7,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 7,500
2		$
3		$
4	J. Amato 10/1/15	$
5		$
6		$
	TOTAL	$ 7,500

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/4/16
Date	Date	(For Office Use Only)

E #:

PR5254 (1/06)

RULES RESOLUTION NO. 13 – 2016 E-13-16

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 POLICE DEPARTMENT AND T & D TOWING CORP.

Passed by the Rules Committee
Nassau County Legislature
By Roll Call Vote on 1-25-16
Ayes 4 Nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with T & D Towing Corp. for towing and impound related 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 amendment to an agreement with T & D Towing Corp.

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: T & D Towing Corp

CONTRACTOR ADDRESS: 162 Sea Cliff Avenue
Glen Cove, New York 11542

FEDERAL TAX ID #: 11-2659386

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000010**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) T & D Towing Corp, having its principal office at 162 Sea Cliff Avenue, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000010** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 24th day of August in the year 2015 before me personally came Anthony G Dasa Jr. 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 T&D Towing Corp, 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.

Patricia B Warner
NOTARY PUBLIC

PATRICIA B. WARNER
Notary Public, State of New York
No. 01WA6165606
Qualified in Suffolk County
Commission Expires May 14, 2019

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/2015

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
Big Insurance Brokerage
PO BOX 265
BETHPAGE NY 11714-0265

CONTACT NAME: Wayne Fisher
PHONE (A/C, No, Ext): (516) 428-8233 FAX (A/C, No): (516) 736-1032
E-MAIL ADDRESS: biginsurancebrokerage@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Merchants Mutual Insurance Company	
INSURER B: State Insurance Fund	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
T&D TOWING CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542-4138

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:			[redacted]	08/01/2015	08/01/2016	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			[redacted]	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			[redacted]	08/01/2015	8/01/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	08/10/2015	08/10/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 500,000 $ 100,000
A	Garage Keepers Legal Liability On hook Coverage			[redacted]	08/01/2015	08/01/2016	$200,000 1000ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Body shop with Towing

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Insurance Bill

THE HARTFORD

Billing Company:
Hartford Fire Insurance Company

Pay Online: www.thehartford.com/servicecenter
For Billing Questions Call: **1-866-467-8730**
7 a.m. to 7 p.m. Central Time (Mon – Fri)

Report Bond Claims to: 1-888-266-3488

Bill Date: 04/01/15

Billing Account # [redacted]

To Pay In Full: $331.00	Minimum Due: $331.00	Due Date: 05/01/15

If your payment is not received by the due date, a late fee of $30.00 will be assessed.

Named Insured: **T & D TOWING CORP**
Your Agent: **THE B&G GROUP INC**

ACCOUNT SUMMARY	
Previous Account Balance	$27.00
Payments & Adjustments	-$27.00
Premium Activity	$331.00
New Fee(s)	$0.00
Account Balance	$331.00

IMPORTANT MESSAGES

- Thank you for renewing your insurance with The Hartford.

TRANSACTION DETAILS (since your last bill)

Transaction Date	Transaction Description	Policy #	Policy Type	Payments/ Adjustments	Premium Activity	Fee Activity
02/03/15	Renewal	12BSBDX5151	Surety		$331.00	
06/12/14	Payment- Thank You			-$27.00		
			TOTALS	-$27.00	$331.00	$0.00

PAID
4-14-15 # 18410

Thank you for selecting The Hartford. We appreciate your business.

41032116026 42 06709

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

T & D Towing Corp
162 Sea Cliff Avenue
Glen Cove, New York 11542
Attention: Anthony Douso, Jr.

Re: County of Nassau and T & D Towing Corp

Dear Mr. Douso:

I have enclosed the Amendment between the County of Nassau and T & D Towing Corp, for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016***.

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **MONDAY AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $33,053.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

COUNTY OF NASSAU

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

1. Name of the Entity: T+D TOWING Corp.

Address: 162 SEA CLIFF AVE.

City, State and Zip Code: Glen Cove N.Y. 11542

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):

ANTHONY C. DOUSA JR

[redacted]

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

ANTHONY C. DOUSA JR

[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.

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: 7-13-15

Signed: [signature]

Print Name: ANTHONY G. DAWSON JR.

Title: Pres.

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 ID#: CQPD10000010 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 10 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name T & D Towing Corp	Vendor ID# 112659386
Address 162 Sea Cliff Avenue Glen Cove, New York 11542	Contact Person Anthony Douso Jr. EMAIL: TDTowing@gmail.com
	Phone (516) 671-8810

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☐		
	OMB	NIFS Approval (Contractor Registered)	☐		Yes☐ No ☒ Not required if blanket resolution
7/10/15	County Attorney	CA RE & Insurance Verification	☑ 7/13/15		
7/13/15	County Attorney	CA Approval as to form	☑ 7/14/15		Yes☐ No ☒
	Legislative Affairs	Fw'd Original Contract to CA	☐		
	County Attorney	NIFS Approval	☐		
	Comptroller	NIFS Approval	☐		
7/17/15	County Executive	Notarization Filed with Clerk of the Leg.	☐	7/17/15	

PR5254 (1/06)

Contract ID#: CQPD10000010 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 1 & 4 $33,053.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 7,500
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 7,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 7,500
2		$
3		$
4	7/13/15	$
5		$
6		$
	TOTAL	$ 7,500

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/17/15
Date 8/7/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: T & D Towing Corp

CONTRACTOR ADDRESS: 162 Sea Cliff Avenue
Glen Cove, New York 11542

FEDERAL TAX ID #: 11-2659386

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000010,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 5, 2015
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) T & D Towing Corp, having its principal office at 162 Sea Cliff Avenue, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000010** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 17th day of MAY in the year 2015 before me personally came Anthony Dowse Jr 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 T & D Towing, 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.

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 2016

NOTARY PUBLIC

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

On the 17th day of August in the year 2015 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6235026
Qualified in Nassau County
Commission Expires April 02, 2016

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

T & D Towing Corp

By: _____
Name: ANTHONY CoDOUSCO JR
Title: PRES
Date: 5-11-15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 5/12/15

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU

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

1. Name of the Entity: T+D TOWING Corp.

Address: 162 SEA CLIFF AVE.

City, State and Zip Code: Glen Cove N.Y. 11542

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):

ANTHONY C. DOUSA JR

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

ANTHONY C. DOUSA JR

[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.

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: 7-13-15

Signed: [signature]

Print Name: ANTHONY C. DAWSON JR.

Title: Pres.

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 ID#: CQPD10000010 Department: POLICE #2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD140000 16 NIFS Entry Date 8/28/14 Term: FROM: 5-1-14 TO: 4-30-15

New ☐ Renewal ☐	
(#1) Amendment ☐	
Time Extension ☒	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name T & D Towing Corp	Vendor ID# 112659386	Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 162 Sea Cliff Avenue Glen Cove, New York 11542	Contact Person Anthony Douso Jr. EMAIL: TDTowing@gmail.com	Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
	Phone (516) 671-8810	Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 10/8/14		Yes ☐ No ☑ Not required if blanket resolution
10/9/14	County Attorney	*CA RE & Insurance Verification*	☑ 10/9/14		
10/9/14	County Attorney	*CA Approval as to form*	☑ 10/9/14		Yes ☐ No ☑
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
10/9/14	County Attorney	*NIFS Approval*	☑ 10/9/14		
	Comptroller	*NIFS Approval*	☑ 10/31/14		
	County Executive	*Notarization* *Filed with Clerk of the Leg*	☐ 11/5/14		

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: T & D Towing Corp

CONTRACTOR ADDRESS: 162 Sea Cliff Avenue
Glen Cove, New York 11542

FEDERAL TAX ID #: 11-2659386

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition**, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) T & D Towing Corp, having its principal office at 162 Sea Cliff Avenue, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000010** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

T & D Towing Corp

By: _____
Name: ANTHONY G. DOYSO JR
Title: Pres
Date: 4-4-14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of April in the year 2014 before me personally came Anthony C. Dousoula 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 Pres of T+D Tewing Corp., 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.

Diane M. Mucci
NOTARY PUBLIC

DIANE M. MUCCI
NOTARY PUBLIC, State of New York
No. 01MU6047764
Qualified in Nassau County
Commission Expires Sept. 11, 2014

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

On the 5 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQPD10000010 Department: POLICE

#1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD130000 12 NIFS Entry Date 4-22-13 Term: FROM: 3-1-13 TO: 4-30-14

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 T & D Towing Corp	Vendor ID# 112659386
Address 162 Sea Cliff Avenue Glen Cove, New York 11542	Contact Person Anthony Douso EMAIL: TDTOWING@GMAIL.COM
	Phone (516) 671-8810

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☐ 4/22/13		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 4/24/13		Yes ☐ No ☑ Not required if blanket resolution
4/30/13	County Attorney	*CA RE & Insurance Verification*	☑ 5/2/13		
	County Attorney	*CA Approval as to form*	☒ 5/2/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/8/13		
	Comptroller	*NIFS Approval*	☑ 5/28/13	CCL 5/17/13	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 5/29/13		

13 MAY 30

PR5254 (1/06)

Contract ID#: COPD10000010 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 1 & 4 - $ 33,053.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	5/2/13	$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 5/29/13
Date 5-21-13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: T&D Towing Corp.

CONTRACTOR ADDRESS: 162 Sea Cliff Avenue, Glen Cove, NY 11542

FEDERAL TAX ID #: 112659386

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000010, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-13

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) T & D Towing Corp, having its principal office at 162 Sea Cliff Avenue, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD10000010 01 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 14 month period from March 1, 2013 through April 30, 2014; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

T & D Towing Corp

By: _____
Name: Anthony C. Dawson Jr.
Title: Pres.
Date: 2-25-13

NASSAU COUNTY

By: _____
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 25th day of February in the year 2013 before me personally came Anthony C. Dousso Jr. 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 T+D Towing Corp., 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.

MARK T. BRANCA
No. 01BR6058598
Notary Public State of New York
Qualified in Suffolk County
My Commission Expires 05/14/2017

NOTARY PUBLIC

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

On the 21 day of May in the year 2013 before me personally came Richard Rhoelker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6270832
EXPIRES 7/23/2015

Contract ID#: CQPD10-000010

Department: Police

E-78-10

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: CQPD10000010 NIFS Entry Date 4/16/10 Term: from 03/01/10 to 02/28/13

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 T & D Towing Corp	Vendor ID# 112659386
Address 162 Sea Cliff Ave. Glen Cove, NY 11542	Contact Person Anthony Douso Jr. Phone 516-671-8810

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appvd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept.)* 4/16/10 ☒ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	5/11/10		Yes ☐ No ☒ Not required if blanket resolution
5/12/10	County Attorney	*CA RE & Insurance Verification* ☑	5/13/10		
5/19/10	County Attorney	*CA Approval as to form* ☑	5/19/10		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☒	7/1/10		
	Comptroller	*NIFS Approval* ☑	8/31/10		
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/22/10		

CQPD10-000010

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Open bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zones 1 and 4 - $33,053 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	~~CBDN~~
Control:	PD410
Resp:	1143
Object: DE	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 5/13/10
INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kim Kramer and Jane Svenelid Date: 04/16/10

NFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name P. Frain	Name	Name
Date 9-1-10	Date 8/31/10	Date 6/22/10
		(For Office Use Only)
		E #:

E-78-10

RULES RESOLUTION NO. 104 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with T & D Towing Corp., for towing and impound related 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 T & D Towing Corp.

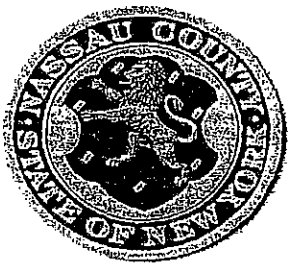
RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORP.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with T & D Towing Corp., for towing and impound related 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 T & D Towing Corp.

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: T & D Towing, Inc.

CONTRACTOR ADDRESS: 162 Sea Cliff Avenue, Glen Cove, NY 11520

FEDERAL TAX ID #: 11-2659386

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 HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. Eleven (11) were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (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.

Signature

Department Head

4/27/16
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.

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 04/16/2010
LINK TO: DOCUMENT HEADER 8:22 AM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID JANE 37160		
DOCUMENT NUMBER	: CQPD10000010	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: 112659386 01	APPROVAL TYPE	: 01
VENDOR NAME	: T&D TOWING CORP		
VENDOR ADDRESS	: 162 SEA CLIFF AVE		
	GLEN COVE	NY 11542	
COUNTRY	: USA		
ALPHA VENDOR	: T&D TOWING CORP		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4/6/10

DOCUMENT : CQPD10000010 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOWING AND STORAGE AND ENCUMBER OF FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
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

ATTACHED TO : DOCUMENT NUMBER : CQPD10000010
PAGE : 01 OF 01

T&D TOWING
TOWING AND STORAGE
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

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 NECESSARY.

QUALIFICATION STATEMENT

BIDDER'S NAME: T&D TOWING Corp.

ADDRESS: 162 SEACLIFF Ave. Glen Cove N.Y. 11542

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 ANTHONY C. DOUSO JR. [redacted]

VICE PRESIDENT ANTHONY C. DOUSO JR. [redacted]

SECRETARY ANTHONY C. DOUSO III [redacted]

TREASURER ANTHONY C. DOUSO JR. [redacted]

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

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 37 yrs
5. HAVE YOU, OR YOU'RE FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
IF SO, WHERE AND WHY? NO

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto Body repairs + Towing

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
ANTHONY C. DOUSO JR	Pres.	40	Auto Body Techni	
ANTHONY C. DOUSO JR	Sec.	15	Auto Body Tech	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Read Contract And have been Prequal contractor For over 6 yrs

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? NAME AND PRESENT POSITION
ANTHONY C. DOUSO JR. Pres
ANTHONY C. DOUSO III Sec.

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

BIDDER SIGN HERE [signature] BIDDER Pres TITLE

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) T & D TOWING, INC., a corporation formed pursuant to the laws of the State of New York having its principal office at 162 Sea Cliff Avenue, Glen Cove, New York 11542 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is under a direction to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles as a result of mechanical breakdowns, accidents and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles as become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use services to tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec. 103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on March 1, 2010 and terminate on February 28, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement. COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 1 and 4 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day
C. AFTER THIRTY (30) DAYS	$25.00 per day
4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day
B. AFTER SEVEN (7) DAYS	$30.00 per day
C. AFTER THIRTY (30) DAYS	$45.00 per day
5. BRAKE TEST	$60.00
III. COUNTY STORAGE RATE (County Charge)	$ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a

criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR

shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 1 & 4 – $ 33,053.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $2,754.41 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $2,754.41 outstanding and not paid until the fifteenth day of the month would be figured as follows: $2754.41 x 0.20 = $550.88 / 365 = $1.51 x 15 = $22.64). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance

bond or equivalent to secure the faithful performance of this Agreement in the sum of $33,053.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by

one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

T& D Towing Corp.

By: _____

Name: Anthony G. Douso, Jr.

Title: President

Date: 4-20-10

NASSAU COUNTY

By: _____

Name: EDWARD P. MANGANO

Title: ~~Deputy County~~ Executive

Date: 8/1/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 20th day of April in the year 2010 before me personally came Anthony C. Dosso Jr. to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 T&D Towing Corp, 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

GILBERT W. McGILL
NOTARY PUBLIC, State of New York
No. 30-4624456
Qualified in Nassau County
Commission Expires Sept. 30, ~~1994~~ 2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of September in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of Nassau; that he or she is a Deputy COUNTY Executive of the COUNTY of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the COUNTY Government Law of Nassau COUNTY.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20 11

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial

towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the

person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class

mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence

a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale,

provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell

pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons,

and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the

particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond

to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3236	[illegible]

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

RECEIVED 2009 OFFICE OF PURCHASING

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2659356

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

NAME OF BIDDER	T&D Towing Corp. Anthony C. Dorso JR		
ADDRESS	162 Sea Cliff Ave.		
CITY Glen Cove	STATE N.Y.	ZIP CODE 11542	TELEPHONE 516-671-8810
Anthony C. Dorso Jr.		Anthony C. Dorso JR Pres	
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.

DISCLOSURE STATEMENT

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

Bidders Name: T&D Towing Corp.

Address: 162 South Cliff Ave. Glen Cove N.Y. 11542

Telephone No: 516-671-880 Fax No: 516-656-5769

1. State Whether: A Corporation Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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.

N.C.P.D. Tow Zone Contractor LAST 6 years Zones 2+5

1. REFERENCE'S NAME: Inc. Village of Roslyn Harbor
ADDRESS: 500 Motts Cove Rd
Roslyn Harbor N.Y
TELEPHONE: 621-0368 CONTACT PERSON
CONTRACT DATE: Holding unrestricted tow car license.

2. REFERENCE'S NAME: Town of Oyster Bay
ADDRESS: 54 Audrey Ave.
Oyster Bay, N.Y 11771
TELEPHONE: 624-6498 CONTACT PERSON
CONTRACT DATE: Holding unrestricted tow license from 1975 to present

3. REFERENCE'S NAME: Town of North Hempstead
ADDRESS: 200 Plandome Rd.
Manhasset N.Y. 11030
TELEPHONE: 869-7641 CONTACT PERSON
CONTRACT DATE: Holding unrestricted tow license from 1976-1993 from 1997 to present

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE [signature] BIDDER [signature] TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 13,404.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 6,672.00 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $_____ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $_____ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $_____ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $_____ANNUALLY

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

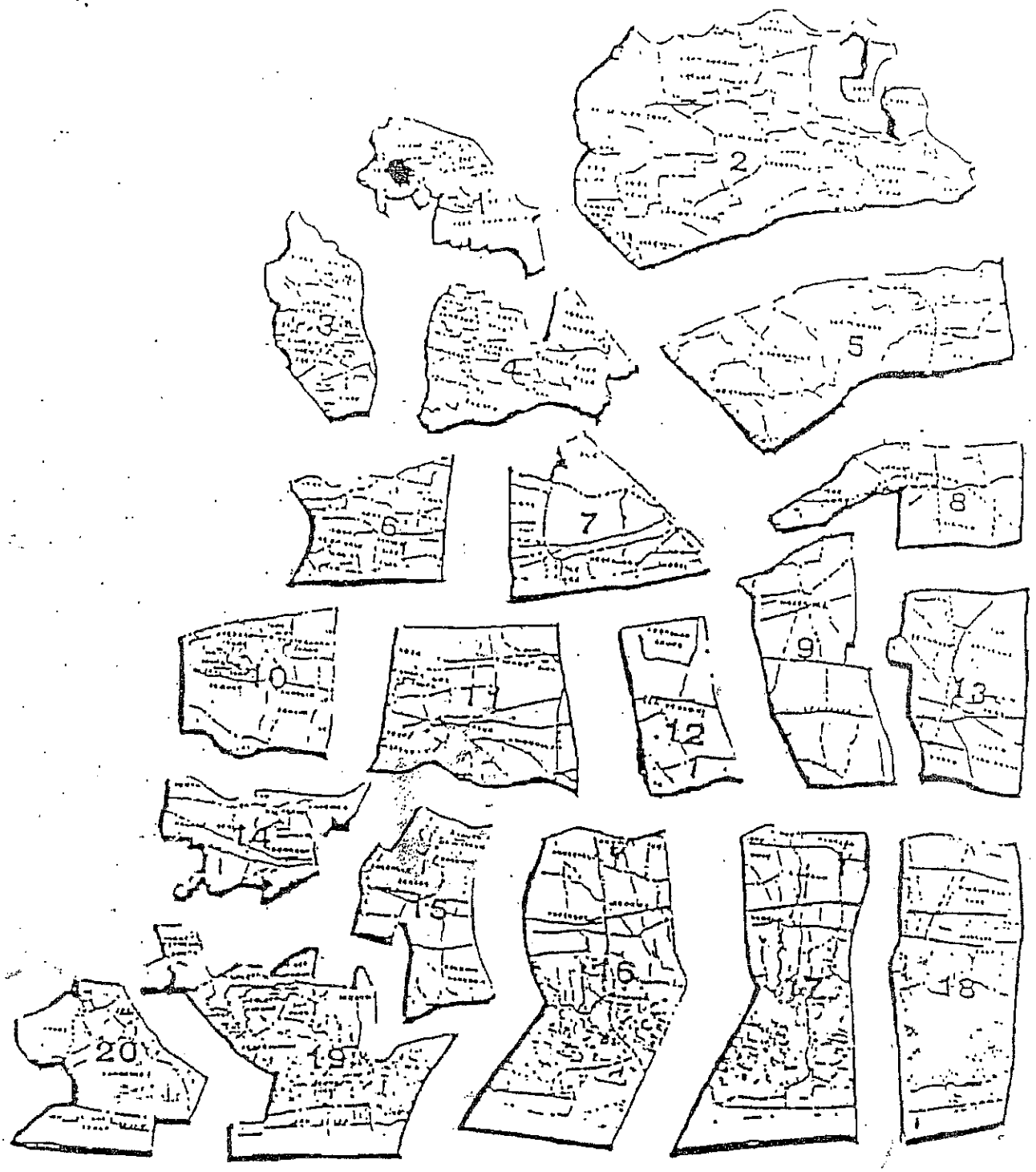
BIDDER SIGN HERE _____ BIDDER _____ TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE


2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MU TEDTO-1

DATE (MM/DD/YYYY) 04/30/09

PRODUCER

The B&G Group, Inc.
55 West Ames Court, Suite 400
Plainview NY 11803
Phone: 516-576-0400 Fax: 516-576-1177

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

T & D Towing Corp.
162 Sea Cliff Avenue
Glen Cove NY 11542

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Graphic Arts Mutual Ins. Co.	152
INSURER B:	Republic Franklin Insurance Co	673
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	[redacted]	08/01/08	08/01/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$
		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)	$
A		GARAGE LIABILITY X ANY AUTO	[redacted]	08/01/08	08/01/09	AUTO ONLY - EA ACCIDENT	$1000000
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	[redacted]	08/01/08	08/01/09	EACH OCCURRENCE	$2000000
						AGGREGATE	$2000000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	[redacted]	11/18/08	11/18/09	WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$100000
						E.L. DISEASE - EA EMPLOYEE	$100000
						E.L. DISEASE - POLICY LIMIT	$500000
A		OTHER Garage Keepers Lal	[redacted]	08/01/08	08/01/09	Comp	$200,000
						Coll	$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

NASSAPO

NASSAU COUNTY POLICE DEPT
1490 FRANKLIN AVENUE
MINEOLA NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. M. Zeller

©1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

TOWN OF OYSTER BAY

Office of the Town Clerk

Audrey Avenue, Oyster Bay, NY 11771-1592

Telephone (516) 624-6322

LICENSED TOW CAR OWNER

UNRESTRICTED

3

NAME OF LICENSED OWNER		
T & D TOWING CORP.		
STREET ADDRESS		
162 SEA CLIFF AVENUE		
POST OFFICE		ZIP CODE
GLEN COVE, NY		11542
NUMBER OF VEHICLES	NUMBERS ISSUED	THIS LICENSE EXPIRES
2	4&5	6/30/09

Town of North Hempstead

Jon Kaiman
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Leslie C. Gross
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that T&D Towing Corp. having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Reciprocal Tow Truck operations within the Town of North Hempstead; for the term herein described.

T&D Towing Corp.

Office/Terminal Located : 162 Sea Cliff Avenue Glen Cove, NY 11542

Storage Facility Located: 162 Sea Cliff Avenue Glen Cove, NY 11542

License No.: 0046

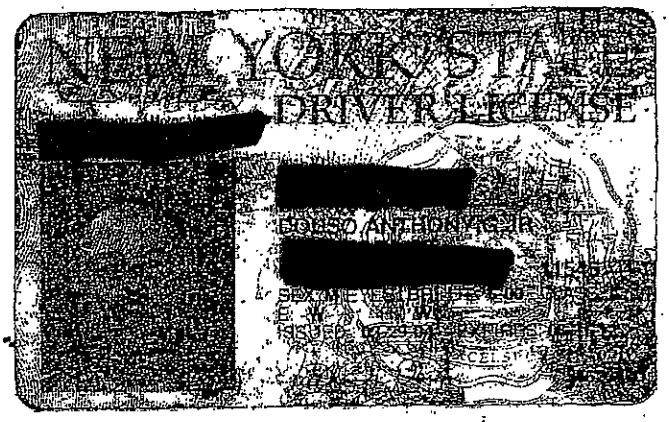
Expires: June 30, 2009

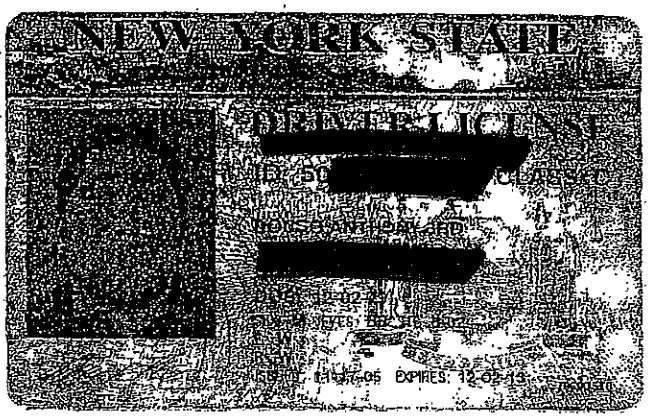
THE TOWN OF NORTH HEMPSTEAD

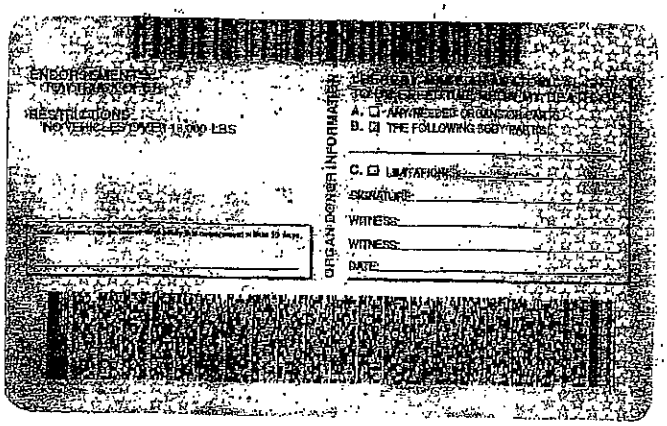
By Direction of

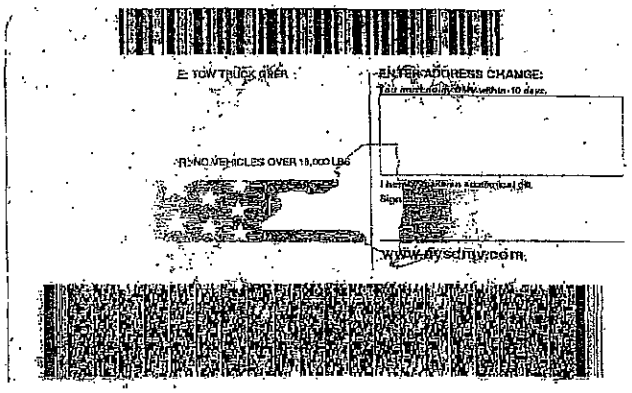
6/25/2008
Date

Leslie C. Gross, Town Clerk


NEW YORK STATE
DRIVER LICENSE
[redacted]
BOLSO ANTHONY MICHAEL
[redacted]
SEX
EYES
HGT
WGT
ISSUED
EXPIRES
CLASS
END


NEW YORK STATE
DRIVER LICENSE
[redacted]
ID: 50
CLASS C
BOLSO ANTHONY MICHAEL
[redacted]
EXPIRES: 12-02-13


ENDORSEMENTS
TANKER
RESTRICTIONS
NO VEHICLES OVER 18,000 LBS
ORGAN DONOR INFORMATION
A. ANY NEEDED ORGAN OR PART
B. THE FOLLOWING BODY PARTS
C. LIMITATIONS
SIGNATURE
WITNESS
WITNESS
DATE


E TOW TRUCK OVER
R NO VEHICLES OVER 18,000 LBS
ENTER ADDRESS CHANGE:
WWW.DMV.STATE.NY.US

DON'T PEEL STICKER FROM FRONT - SEE BACK!

[redacted]

>DEMA< M2 02/28/10

2 [redacted]6 10

1998 CHEVR TOW
TDTOW1 TOW 6

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

1998 CHEVR NONTRANSPERABLE
TOW WH [redacted]
15000 D 8 UTD4003 JAN 28 2008
Wt/Seats Fuel/Cyl. 033 UTD
Expires 02/28/10
T&D TOWING CORP >DEMA<
162 SEA CLIFF AVE 88.75
GLEN COVE NY 11542 ANNUAL CHG
AMT PAID (INCL ADD CHG)
689030BV VOID IF ALTERED EXCEPT FOR ADDRESS 107.50

DON'T PEEL STICKER FROM FRONT - SEE BACK!

[redacted]

>DEMA< M2 02/28/10

2 [redacted] 10

TDTOW2 TOW 9

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

1994 [redacted]
TOW WH 1GBKC34F0RJ116[redacted]7
15000 D B UTD4011 JAN 28 2008
Wt/Seats Fuel/Cyl 033 UTD
Expires 02/28/10
T AND D TOWING CORP >DEMA<
162 SEA CLIFF AVE 88.75
GLEN COVE NY 11542 ANNUAL CHG
AMT PAID (INCL ADD CHG)
689029BV VOID IF ALTERED EXCEPT FOR ADDRESS 107.50

01/29/2009 21:17 FAX 5165761177 B AN G Group 001

T + D; Towing; Corp

8358 wht

NEW YORK STATE INSURANCE IDENTIFICATION CARD

152 GRAPHIC ARTS MUTUAL INSURANCE CO.

Name & Address of Issuer THE B&G GROUP, INC.
55 WEST AMES COURT, SUITE 400
PLAINVIEW NY 11803

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T;&;D;TOWING;CORP
162 SEA CLIFF AVENUE
GLEN COVE NY 11542

Policy Number [redacted]

Effective Date	Expiration Date
01/30/2009	08/01/2009
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2009	CHEVY
Year	Make

[redacted]
Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts

STOP

[redacted]

01/31/10

1 DEMA [redacted] 10

2009 CHEVR TOW
33828TW TOW 2

STOP

NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

2009 CHEVR NONTRANSFERABLE
TOW WH [redacted] 2401508
015500 D 8 [redacted] 2009
W/Steer Fuel/Cyl NRJ HCK4 07
T&D TOWING CORP Expire 01/31/10
CORP DEMA
162 SEA CLIFF AVE 11542
GLEN COVE NY 11542
ANNUAL GVW
Not Actual Operating
EY257706 VOID IF ALTERED EXCEPT FOR ADDRESS 6068-75

STOP

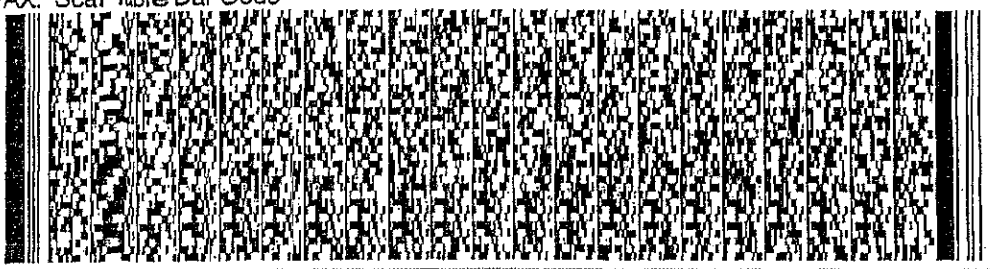
THE UTICA NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T AND D TOWING CORP AGD RE
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained.
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode.

FAX: Scanable Bar Code



INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

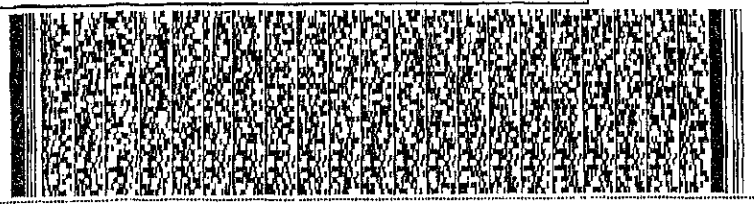
152 GRAPHIC ARTS MUTUAL INS. CO. Policy Number [redacted]
Name & Address of Issuer Y0118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2008 12:01 a.m.
Expiration Date 08/01/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T;AND;D;TOWING;CORP
AGD;RE
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:
1994 Year
CHEVY Make
[redacted]
Vehicle Identification Number



THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND.
WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE- REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

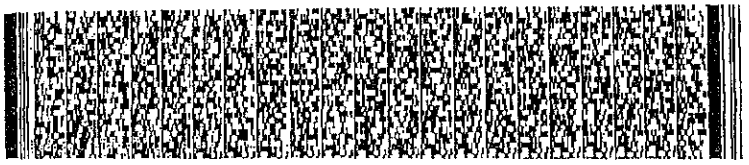
152 GRAPHIC ARTS MUTUAL INS. CO. Policy Number 3260663
Name & Address of Issuer Y0118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2008 12:01 a.m.
Expiration Date 08/01/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T;AND;D;TOWING;CORP
AGD;RE
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:
1994 Year
CHEVY Make
[redacted]
Vehicle Identification Number



THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND.
WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE- REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

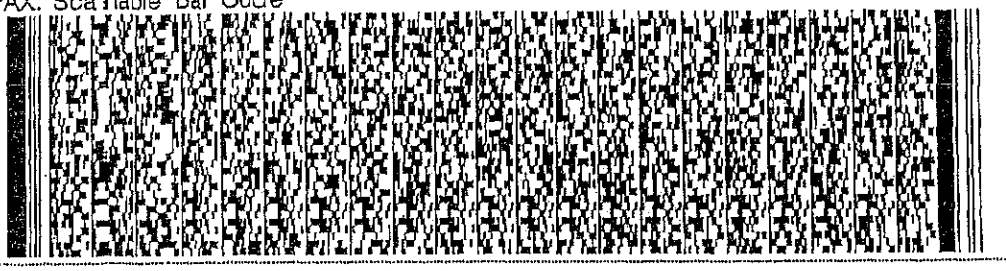
THE UTICA NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T&D TOWING CORP
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained.
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode.

FAX: Scanable Bar Code



INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

152 GRAPHIC ARTS MUTUAL INS. CO. Policy Number [redacted]
Name & Address of Issuer Y0118

THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2008 12:01 a.m.
Expiration Date 08/01/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T&D;TOWING;CORP
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:

1998 Year
CHEVY Make
[redacted]
Vehicle Identification Number

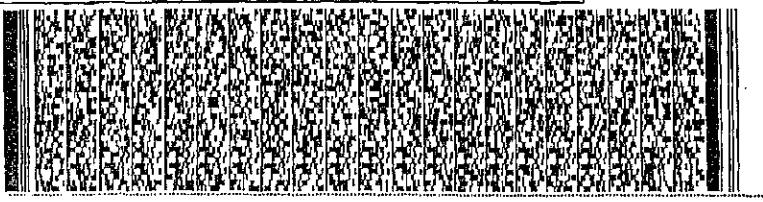
THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND.

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE- REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20



NEW YORK STATE INSURANCE IDENTIFICATION CARD

152 GRAPHIC ARTS MUTUAL INS. CO. Policy Number [redacted]
Name & Address of Issuer Y0118

THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2008 12:01 a.m.
Expiration Date 08/01/2009 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T&D;TOWING;CORP
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:

19[redacted] Year
CHEVY Make
[redacted]
Vehicle Identification Number

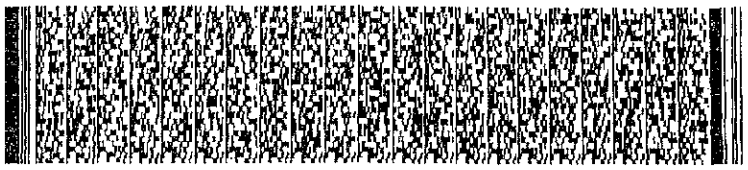
THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND.

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE- REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20



F & K Sheridan
2 Park Place
Glen Head, New York 11542

COMMERCIAL LEASE AGREEMENT

This lease in made between Anthony Duso of T & D Towing Corp. hereby call Lessor, and Farrell A. Sheridan and Kathy Sheridan hereby called Lessee.

Lessee hereby offers to lease from Lessor the premises situated at 2 Park Place in the City of Glen Cove, State of New York describe as Section 21 Block A Lot 255 , 2 Park Place Glen Cove, New York 11542.

Property to be leased for the storage of motor vehicles with a minium of fifty vehicles.

Lessor demises the above premises for a term of five years, commencing on January 1, 2009 and terminating on January 31, 2013 at an annual rental of Twenty Thousand Four Hundred Dollars ($20,400.00). payable in equal installments on the first day of each month for that month's rental during the term of the lease.

Lessee shall use and occupy of premises for the storage of motor vehicles.

Lessor: Name
Title OWNER

Lessee: Name
Title VP

№ 3764

Section: 21 Block: 258 Lot: 54

BUREAU OF BUILDINGS

CITY OF GLEN COVE

Nassau County, New York

CERTIFICATE OF OCCUPANCY

USE OF EXISTING BUILDINGS

This is to certify that the building located at

162 SEA CLIFF AVENUE

Owner's name T & D TOWING CORP.

FLOOR	USE	LIVE LOAD
Basement		
First	Non Conforming Auto Body Repair Shop	
Second		
Third		

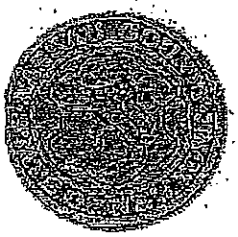
Prior use of building Same

Certificate issued to T & D Towing Corp.

Dated August 20 19 99

BUILDING DEPARTMENT

THOMAS R. SUOZZI
COUNTY EXECUTIVE



FRANK J. RYAN
DIRECTOR OF PURCHASING

OFFICE OF PURCHASING
240 OLD COUNTRY RD. – ROOM 307
Mineola, NY 11501
(516) 571-4060
Fax (516) 571-4263

RE: ON-LINE VENDOR REGISTRATION

Dear Vendor:

Nassau County is pleased to once again remind all vendors that it has implemented an On-Line Vendor Registration initiative whereby all vendors may register via the Internet to submit their new vendor profile information. To do so, simply go to the Nassau County NY Homepage at: www.nassaucountyny.gov and select *"eServices for Business"* located in the middle of the page, then *"Vendor Registration"*, then enter your User ID and Password. Some vendors may have already done so from the County's previous announcements. In either case we ask that you read the message below to address a critical element on your behalf of the Vendor Registration / eProcurement initiative.

"CATEGORY SELECTION"
SELECTING YOUR COMMODITY(IES), PRODUCT(S) AND/OR SERVICE(S)

Please be advised that it is extremely important that your on-line registration includes the following:

1) Category selections for the product(s) and/or service(s) that you can provide. The category(s) and/or service(s) you select will allow the system to match your product(s) and/or service(s) contained in the bid requests and/or Service Proposal that the Office of Purchasing posts to the Nassau County website Bid Solicitation Board.

2) Subscription Service – If you select the "Premium Subscription" optional service, our system will be able to locate you as a provider of the particular product and/or service by the category code you selected. You will be notified via e-mail that a Bid or Request for Proposal is available for your review on the Bid Solicitation Board. However, if you fail to indicate your category code, the system will not be able to notify you even if you have chosen the Premium Subscription option.

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

Document Type: Initial Entry [ ] Revision [ ]

VENDOR/PAYEE ID: _____ SUFFIX: __

VENDOR/PAYEE NAME:

_____

_____

REMIT TO ADDRESS:

_____

CITY:_____ STATE: _____ ZIP:_____

Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.

A. The vendor/payee ID number provided above is: Federal ID# [ ] Social Security # [ ]

B. Is vendor/payee incorporated: Yes [ ] No [ ]

C. Is a medical or legal service ever provided by vendor: Yes [ ] No [ ]

D. Is vendor/payee an employee of Nassau County: Yes [ ] No [ ]

Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.
Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on you tax return. For real estate transactions, item (2) does not apply. *The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Please Sign Here_____
Print Name Here_____ Date_____
Title_____ Email Address_____
Phone #_____ Fax #_____

Official Use Only

Form Submitted By:_____(Name)
_____(NC Department)

TYPE: V or E or R ADMIN ST: P IND: R FTAX/SSN IND: F or S RESTRD: N 1099 REPORT: Y or N

Nassau County Comptroller- Vendor Claims Section
240 Old Country Road
Mineola, NY 11501

FORM#700-W9

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: 10-14-15

1) Bidder's/Proposer's Legal Name: T+D Towing Corp.

2) Address of Place of Business: 162 Sea Cliff Ave. Glen Cove, N.Y. 11542

List all other business addresses used within last five years:

3) Mailing Address (if different): -0-

Phone 516-671-8810

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-2659386

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 ___ 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 ___ 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 ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

None

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. 43 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.

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 TOWN Clerk - LOIS

Address 74 Audrey Ave

City/State OYSTER BAY N.Y.

Telephone 516-624-6320

Fax #

E-Mail Address

Company TOWN OF North Hempstead

Contact Person Henry

Address 700 Plandome Rd

City/State MANHASSET N.Y. 11030

Telephone 516-869-7646

Fax #

E-Mail Address

Company City OF Glen Cove Police Dept

Contact Person Sgt. Miller

Address Bridge ST

City/State Glen Cove N.Y. 11542

Telephone 516-671-1000

Fax #

E-Mail Address

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 ANTHONY Cor DOUSO JR.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1162 SEA CLIFF AVE.
   City/state/zip Glen Cove NY. 11542
   Telephone 516-671-8810
   Other present address(es) Ø
   City/state/zip Ø
   Telephone Ø
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 3/11/83 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 100 % OF STOCK

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 ___ YES X If Yes, provide details.

NASSAU County Bluefield Contract

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 _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, ANTHONY C. DOUSOUK, 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 14 day of October 2015

Notary Public

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 2018

Name of submitting business: T&D TOWING Corp.

By: ANTHONY C. DOUSOUK
Print name

Signature

Pres
Title

10/14/15
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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony C. Dawson Jr, 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 October 2015

Linda Rowse
Notary Public

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 20 18

T&D Towing Corp.
Name of submitting business

Anthony C. Dawson Jr
Print name

Anthony C. Dawson
Signature

Pres
Title

10/14/15
Date

T & D TOWING CORP
162 Sea Cliff Ave
Glen Cove, NY 11542
516-671-8810

10-14-15

DATE OF FORMATION 6-1972

DATE OF INCORPORATION 3-1983

ANTHONY C. DOCISO JR.

[redacted]

INCORPORATION New York STATE

EMPLOYEES "3"

ANNUAL revenue 1.1 million

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD10000005

Department: POLICE

E-19-16

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 19 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name All County Towing and Recovery	Vendor ID# 743067002
Address 4378 Austin Blvd Island Park, New York 11558	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 432-9505

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 9/18/15		Yes ☒ No ☒ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/2/15	County Attorney	*CA Approval as to form*	☑ 10/2		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:05

PR5254 (1/06)

Contract ID#: CQPD10000005 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 14 – $22,614.99 per annum ZONE 15 – $23,235.99 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

10/1/15

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/14
Date	Date	(For Office Use Only) E #:

E-19-16

RULES RESOLUTION NO. 19-2016

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 POLICE DEPARTMENT AND ALL COUNTY TOWING AND RECOVERY

Passed by the Rules Committee
of the County Legislature
1-25-16
Ayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with All County Towing and Recovery for towing and impound related 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 amendment to an agreement with All County Towing and Recovery

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: All County Towing and Recovery, Inc.

CONTRACTOR ADDRESS: 4378 Austin Boulevard
Island Park, New York 11558-1621

FEDERAL TAX ID #: 743067002

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000005**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) All County Towing & Recovery, having its principal office at 4378 Austin Blvd, Island Park, New York 11558 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000005** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ALL COUNTY TOWING & RECOVERY

By: _____
Name: Joseph Caluagno
Title: pres
Date: 8/27/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 27TH day of August in the year 2015 before me personally came JOSEPH CALVAGNO 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 ALL COUNTY TOWING, 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.

Craig Roberts
NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. [illegible]
Qualified [illegible]
Commission Expires June 30, 20__

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

All County Towing and Recovery, Inc.
4378 Austin Boulevard
Island Park, New York 11558-1621
Attention: Joseph Calvagno

Re: County of Nassau and All County Towing and Recover, Inc.

Dear Mr. Calvagno:

I have enclosed the Amendment between the County of Nassau and All County Towing and Recovery, Inc. for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016***.

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **MONDAY AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $45,850.98, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

ALLCO-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2015

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
Stafford & Company
1000 N. Main Street
Fall River, MA 02720
Raymond DeSormier

CONTACT NAME: Raymond DeSormier
PHONE (A/C, No, Ext): 508-673-5893 FAX (A/C, No): 508-677-0792
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All County Hook Up Towing Inc
66 E Merrick Rd
Freeport, NY 11520

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			[redacted]	05/01/2015	05/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Transportation			[redacted]	05/01/2015	05/01/2016	On Hook	250,000
							MTC	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Legal Liability POI# 8502RB010855-4 limit $200,000

CERTIFICATE HOLDER

COUNTYN

Nassua County Police Dept
1490 Franklin Ave
Mineota, 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 743067002
ALL COUNTY HOOKUP TOWING INC DBA
ALL COUNTY TOWING AND RECOVERY
66 E MERRICK ROAD
FREEPORT NY 11520

POLICYHOLDER	CERTIFICATE HOLDER
ALL COUNTY HOOKUP TOWING INC DBA ALL COUNTY TOWING AND RECOVERY 66 E MERRICK ROAD FREEPORT NY 11520	NASSAU COUNTY POLICE DEPARTMENT 1490 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	05/01/2015 TO 05/01/2016	8/27/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2099 807-6 UNTIL 05/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 244641942

U-26.3

ALL COUNTY
TOWING & AUTOBODY

Disclosure Statement:

Joseph Calvagno [redacted]

[redacted]

Joseph Calvagno is 100% shareholder of All County Towing & Auto Body.

66 E Merrick Rd Freeport NY 11520 Fax: 516-379-0270 Phone: 516-379-0223

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: All County Towing & Recovery

Address: 66 E. Merrick Rd

City, State and Zip Code: Freeport N.Y. 11520

2. Entity's Vendor Identification Number: 743067002

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S Corp ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Joseph Calvagno [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Joseph Calvagno [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.

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.**

(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: 6/17/15

Signed:

Print Name: Joseph Calvagno

Title: President

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

Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No.**41320120** in the sum of **Forty-One Thousand Six Hundred and No/100** Dollars ($**41,600.00**), on behalf of **Ogden Brothers Collision, Inc.** in favor of **County of Nassau** for the (extended) term beginning on the **31st** day of **August**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Forty-One Thousand Six Hundred and No/100** Dollars (**$41,600.00**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **28th Day of August, 2015**.

Platte River Insurance Company

Attest _____ By: _____ (Seal)

Diane P. Alesci, Attorney-in-fact (Title)

ACKNOWLEDGEMENT OF SURETY

State of New York
County of Nassau } ss.

On **August 28, 2015,** before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker
Notary Public

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41320152

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED$20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of January, 2014 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28 day of August, 2015.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (Rev. 11-13)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:	
Bonds	$85,068,858
Common stocks	23,496,342
Cash, cash equivalents and short-term investments	8,673,559
Receivables for securities	192,000
Total cash and invested assets	117,430,759
Investment income due and accrued	476,387
Uncollected premiums and agents' balances in course of collection	1,309,435
Deferred premiums, agents' balances and installments booked but deferred and not yet due	2,752,637
Amounts recoverable from reinsurers	9,771
Current federal and foreign income tax recoverable and interest thereon	33,052
Net deferred tax asset	945,328
Receivables from parent, subsidiaries and affiliates	1,573,023
Other admitted assets	10,760
Total admitted assets	$124,541,152

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	$23,579,128
Reinsurance payable on paid losses and loss adjustment expenses	3,826,932
Loss adjustment expenses	4,110,943
Commissions payable, contingent commissions and other similar charges	801,963
Other expenses (excluding taxes, licenses and fees)	166,769
Taxes, licenses and fees (excluding federal and foreign income taxes)	246,891
Unearned premiums	14,251,245
Ceded reinsurance premiums payable (net of ceding commissions)	2,963,064
Amounts withheld or retained by company for account of others	32,541,514
Other liabilities	512,980
Total liabilities	83,001,429
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	5,999,816
Surplus as regards policyholders	41,539,723
Total liabilities and capital and surplus	$124,541,152

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY
CORPORATE
SEAL
NEBRASKA

Contract ID#: CQPD10000005 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 05 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name All County Towing and Recovery	Vendor ID# 743067002	Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 4378 Austin Blvd Island Park, New York 11558	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com	Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
	Phone (516) 432-9505	Phone 516-573-7168

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*	☒		
	OMB	*NIFS Approval (Contractor Registered)*	☑		Yes ☐ No ☑ Not required if blanket resolution
7/16/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/14/15		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑ 8/6/15		
7/17/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 7/17/15		

PR5254 (1/06)

Contract ID#: CQPD10000005 Department: POLICE

CLPD150000 05

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 14 – $22,614.99 per annum ZONE 15 – $23,235.99 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3	7/13/15	$
4		$
5		$
6		$
	TOTAL	$ 10,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

CLPD150000 05

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 JV	Name	Date 7/17/15
Date 8/6/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **All County Towing and Recovery, Inc.**

CONTRACTOR ADDRESS: **4378 Austin Boulevard**
Island Park, New York 11558-1621

FEDERAL TAX ID #: **743067002**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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. **CQPD10-000005,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 5, 2015
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) All County Towing & Recovery, having its principal office at 4378 Austin Blvd, Island Park, New York 11558 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000005** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ALL COUNTY TOWING & RECOVERY

By: _____
Name: Joseph Calvesso
Title: Pres.
Date: 5/12/15

NASSAU COUNTY

By: _____
Name: Charles Nabor
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 12TH day of May in the year 2015 before me personally came Joseph Calvagno 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 All County Towing and Recovery 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.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2015

Craig Roberts
NOTARY PUBLIC

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

On the 17th day of August in the year 2015 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.

Concetta A. Petruzzi

CONCETTA A PETRUZZI
Notary Public, State of New York
No. 01PE6232028
Qualified in Nassau County
Commission Expires April 08, 2016

NOTARY PUBLIC

ALL COUNTY
TOWING & RECOVERY

Disclosure Statement

Joseph Calvagno - President
[redacted]
[redacted]
Office - 516-379-0223
Cell - [redacted]

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: All County Towing & Recovery

Address: 66 E. Merrick Rd

City, State and Zip Code: Freeport N.Y. 11520

2. Entity's Vendor Identification Number: 743067002

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Joseph Calvagno [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Joseph Calvagno [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.

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.**

(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: 6/17/15

Signed:

Print Name: Joseph Calvagno

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.

Contract ID#: CQPD10000005 Department: POLICE #2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 11 NIFS Entry Date 8/28/14 Term: FROM: 5-1-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name All County Towing and Recovery	Vendor ID# 743067002
Address 4378 Austin Blvd Island Park, New York 11558	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 432-9505

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☑		
	OMB	NIFS Approval (Contractor Registered)	☑ 10/9/14		Yes ☐ No ☑ Not required if blanket resolution
10/9/14	County Attorney	CA RE & Insurance Verification	☑ 10/9/14		
10/9/14	County Attorney	CA Approval as to form	☑ 10/9/14		Yes ☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/9/14	County Attorney	NIFS Approval	☑ 10/9/14		
	Comptroller	NIFS Approval	☑ 10/23/14		Rec 10/31/14
	County Executive	Notarization Filed with Clerk of the Leg	☐ 11/10/14		

Contract ID#: CQPD10000005 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 14 – $22,614.99 per annum ZONE 15 – $23,235.99 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

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 11/6/14
Date 11/5/14	Date 11/3/14	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: All County Towing and Recovery, Inc.

CONTRACTOR ADDRESS: 4378 Austin Boulevard
Island Park, New York 11558-1621

FEDERAL TAX ID #: 743067002

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000005, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) All County Towing & Recovery, having its principal office at 4378 Austin Blvd, Island Park, New York 11558 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000005** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ALL COUNTY TOWING & RECOVERY

By: _____
Name: JOSEPH CALVAGNO
Title: PRESIDENT
Date: 4/18/14

NASSAU COUNTY

By: _____
Name: Richard R Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

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

On the 18TH day of April in the year 2014 before me personally came Joseph Calvagno 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 All County Towing & Recovery, 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.

Craig Roberts

NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2015

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

On the 6 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE3258026
Qualified in Nassau County
Commission Expires April 02, 2016

ALL COUNTY
TOWING & RECOVERY

Disclosure Statement

Joseph Calvagno is 100% ownwer of All county towing and recovery

Home address is [redacted]

Joseph Calvagno

4370 Austin Blvd Island Park NY 11558 Fax: 516-379-0223 Phone: 516-432-9505

Contract ID#: CQPD10000005 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300007 NIFS Entry Date 4/22/13 Term: FROM: 3-1-13 TO: 4-30-14

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 All County Towing and Recovery	Vendor ID# 743067002
Address 4378 Austin Blvd Island Park, New York 11558	Contact Person Joseph Calvagno EMAIL: allcountytows@aol.com
	Phone (516) 432-9505

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑ 4/22/13 ☐		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 4/24/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☑ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/8/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/8/13		
	Comptroller	*NIFS Approval*	☑ 5/21/13		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 5/29/13		

PR5254 (1/06)

Contract ID#: COPD10000005

Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 14 – $22,614.99 per annum
ZONE 15 – $23,235.99 per annum
Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	J. Umoto 4/30/13	$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 5/29/13
Date 5/22/13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: All County Towing & Recovery

CONTRACTOR ADDRESS: 4378 Austin Blvd., Island Park, NY 11558

FEDERAL TAX ID #: 743067002

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000005, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-13
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) All County Towing & Recovery, having its principal office at 4378 Austin Blvd, Island Park, New York 11558 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD10000005 01 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 14 month period from March 1, 2013 through April 30, 2014; and

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

1. Term. The Original Agreement shall be extended until one year and two months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

2. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ALL COUNTY TOWING & RECOVERY

By: _____
Name: Joseph Calvagno
Title: Pres.
Date: 2/20/13

NASSAU COUNTY

By: _____
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 28TH day of February in the year 2013 before me personally came JOSEPH CAVVAGNO 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 ALL COUNTY TOWING, 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.

Craig Roberts
NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 15

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

On the 28 day of May in the year 2013 before me personally came Richard R Weiker 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.

Doreen R Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE5170832
EXPIRES 7/23/2015

Contract ID#: CQPD10-000005

Department: POLICE

E-74-10

SERVICE TOWING & IMPOUNDS

Contract Details

NIFS ID #: CQPD10000005 NIFS Entry Date: 4/15/10 Term: from 03/01/10 to 2/28/13

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 All County Towing & Recovery.	Vendor ID# 743067002
Address 4378 Austin Blvd. Island Park, New York 11558	Contact Person Joseph Calvagno
	Phone 516-432-9505

County Department
Department Contact ~~Kim Kramer, Esq.~~ Tatum Fox
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

TFox@PDCN.org

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Rtn'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept Hd) 4-16-10 NIFS Appvl (Dept. Head) ☑ Contractor Registered ☐			
	OMB	NIFS Approval (Contractor Registered) ☑	5/28/10		Yes ☐ No ☑ Not required if blanket resolution
6/1/10	County Attorney	CA RE & Insurance Verification ☑	6/2/10		
	County Attorney	CA Approval as to form ☐	6/3		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10	Gregory A. May	
	County Attorney	NIFS Approval ☑			
	Comptroller	NIFS Approval ☑	10/28/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/22/10		

PR5254 (1/06)

Contract ID#: CQPD10-000005

Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 14 - $22,614.99 per annum
Zone 15 - $23,235.99 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
		$
	TOTAL	$ 10,000

APPROVED: 6/2/10
INSURANCE SECTION

Document Prepared By: Kim Kramer and Jane Svenelid. Date: 4/15/10

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 6/22/10
Date	Date	(For Office Use Only)
		E #:

PR5254 (1/06)

E-74.10

RULES RESOLUTION NO. 150 – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY TOWING & RECOVERY.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with All County Towing & Recovery, for towing and impound related 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 All County Towing & Recovery.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY TOWING & RECOVERY.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with All County Towing & Recovery, for towing and impound related 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 All County Towing & Recovery.

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

04/15/20
1:02

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD10000005	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: 743067002 01	APPROVAL TYPE	: 01
VENDOR NAME	: ALL COUNTY HOOKUP TOWING, INC.		
VENDOR ADDRESS	: 4378 AUSTIN BOULEVARD		
	ISLAND PARK	NY 11558	
COUNTRY	: USA		
ALPHA VENDOR	: ALL COUNTY HOOKUP TOWING,		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4-16-10

DOCUMENT : CQPD10000005 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.0

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOW AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
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

ATTACHED TO : DOCUMENT NUMBER : CQPD10000005
PAGE : 01 OF 01

ALL COUNTY TOWING
TOWING AND STORAGE CONTRACT
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
3001 - RECORD SAVED

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: ALL COUNTY TOWING & RECOVERY.

CONTRACTOR ADDRESS: 4378 Austin Blvd., Island Park. NY 11520

FEDERAL TAX ID #: 743067002

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 HIGHEST, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.** The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/27/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

ALL COUNTY TOWING & RECOVERY

4378 AUSTIN BOULEVARD
ISLAND PARK, NEW YORK 11558

Tele: (516) 432-9505
Fax: (516) 379-0270

DISCLOSURE STATEMENT:

Principals: Gia Cassano Puma Telephone: [redacted]
[redacted]

Joseph Calvagno Telephone: [redacted]
[redacted]

Please note that we are registered on a Nassau County Website at Eservices for Business.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) ALL COUNTY TOWING & RECOVERY., a corporation formed pursuant to the laws of the State of New York having its principal office at 4378 Austin Blvd., Island Park, New York 11558 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on March 1, 2010 and terminate on February 28, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 14 and 15 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day

C. AFTER THIRTY (30) DAYS $25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day)

covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced.

CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 14 - $ 22,614.99 per annum
Zone 15 - $ 23,235.99 per annum

The check shall be made payable to the "Nassau County" in the amount of $3,820.91 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola,

New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $3,820.91 outstanding and not paid until the fifteenth day of the month would be figured as follows: $3,820.91 x 0.20 = $764.18 / 365 = $2.09 x 15 = $31.40). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $45,850.98 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance

evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001; as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14TH day of APRIL in the year 2010 before me personally came JOSEPH CALVAGNO to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 ALL COUNTY TOWING & RECOVERY 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

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 20 11

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 3 day of November in the year 2010 before me personally came Richard Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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.

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

NOTARY PUBLIC

All County Towing & Recovery

By: _____

Name: Joe Calvagno

Title: President

Date: 4/14/10

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Chief Deputy County Executive

Date: 11/3/10

PLEASE EXECUTE IN BLUE INK

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to

receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale

in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled

to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the

right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer,

for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.
2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3936	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

HE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR IDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL NOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN INETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER UOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

HE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED VITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-ION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST NOWLEDGE 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:
ZONES 1 & 4, 2 & 5, 3 THRU 20
NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU
1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501
ATT: KIM KRAMER @ (516) 573-7210

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 743067002

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

NAME OF BIDDER All County towing + Recovery
ADDRESS 4378 Austin Blvd
CITY Island Park STATE N.Y. ZIP CODE 11558 TELEPHONE 516 432-9505

SIGNATURE OF AUTHORIZED INDIVIDUAL

Joseph Calvagno Pres.
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.

DISCLOSURE STATEMENT

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

Bidders Name: All County towing & Recovery

Address: 4378 Austin Blvd Island Park NY 11558

Telephone No: 516-432-9505 Fax No: 516-432-1360

1. State Whether: A Corporation S Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: Nassau County Pol. 4th pct 1st pct
ADDRESS: 5th pct 7th pct
TELEPHONE: _____ CONTACT PERSON _____
CONTRACT DATE: Sept 1 2001 - present time

2. REFERENCE'S NAME: AAA Auto Club
ADDRESS: 682 parkway Broomall PA 19008
TELEPHONE: 516-790-0414 CONTACT PERSON John Russo
CONTRACT DATE: 2001 - present time

3. REFERENCE'S NAME: Club Assit US LLC
ADDRESS: 682 parkway drive
Broomall PA 19008
TELEPHONE: 610-353-0148 CONTACT PERSON Rami Dakko
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE Pres.

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

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

BIDDER SIGN HERE _____ BIDDER _____ Pres. TITLE

§2. Definitions.

As used in this law; the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

ection 8. Enforcement.

) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, amages, civil penalties and other appropriate equitable relief.

.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County ttorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall e issued to the complaining Labor Organization.

9. Rules and Regulations.

he Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the nplementation and enforcement of any provision of this law.

10. Severability.

' any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, ndividual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction o be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but hall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its pplication to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the ontroversy in which such order or judgment shall be rendered.

11. Effective Date.

'his law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

'ERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves he right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the ermination of the Contract may be further extended up to two (2) months beyond the stated termination date. The naximum period of any Contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the urther extension is applied, five (5) years and two (2) months.

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

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

NDEMNIFICATION:

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, f 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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE: _____ BIDDER _____ TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE _____ BIDDER _____ Pres. TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER _____ Pres. TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 0 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 0 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ 0 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 17,614.99 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 16,168.99 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $23,235.99 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $23,268.99 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $26,342.99 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $15,257.99 ANNUALLY

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

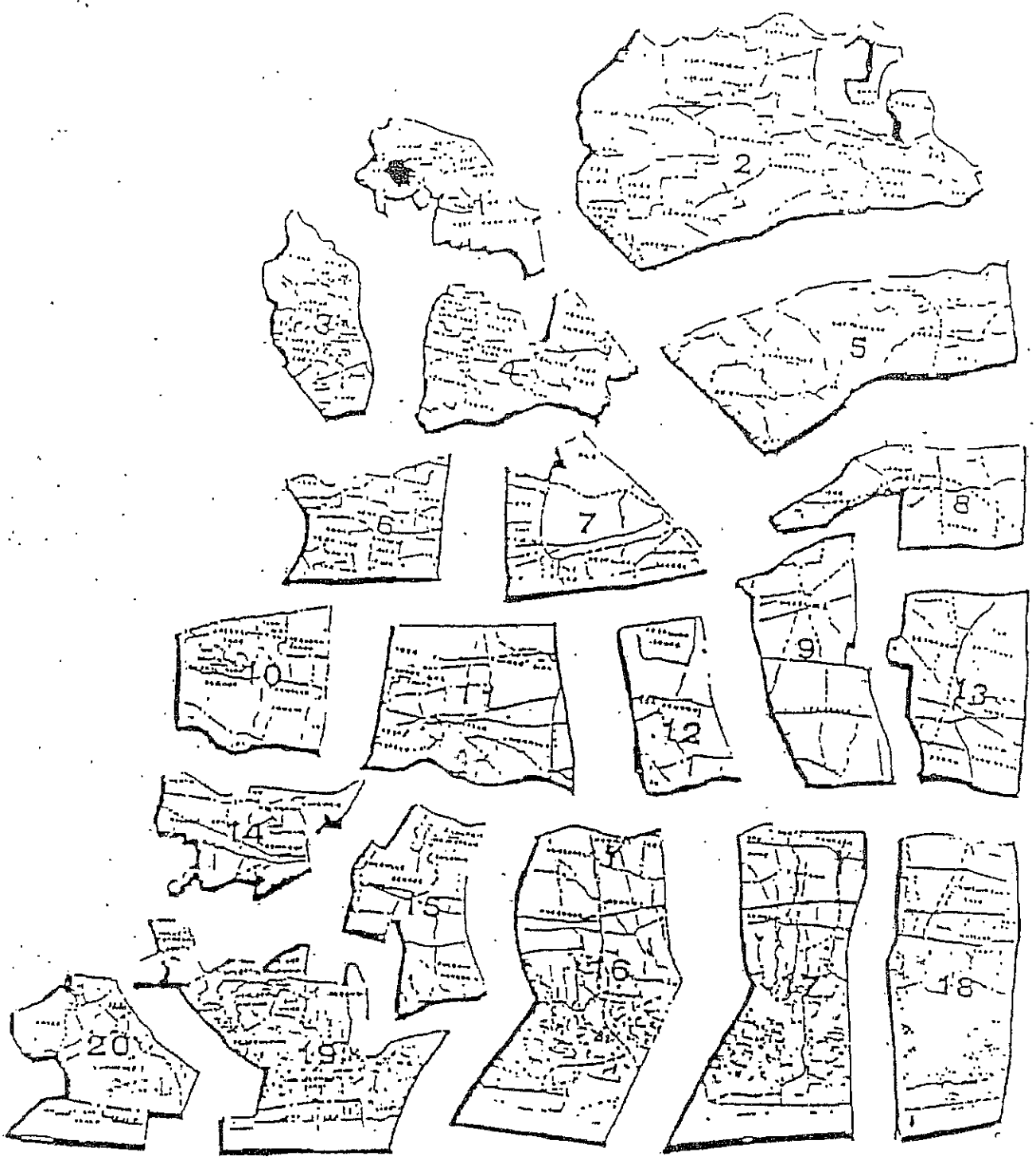
BIDDER SIGN HERE _____ BIDDER _____ TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE


2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

This Lease, dated the 29th day of January, 2008 ~~19~~

Between 4370 AUSTIN BLVD INC., a New York Corporation with offices at P. O. Box 47, Rockville Centre, New York 11570,

hereinafter referred to as the Landlord, and

ALl County Hook Up Towing Inc., a New York Corporation with offices at 4370 Austin Boulevard, Island Park, New York 11558 and Joseph P. Calvagno, residing at [redacted]

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, ~~situated in the~~ ~~of~~ ~~County of~~ ~~and State of~~

buildings and lot located at 4370 thru 4378 Austin Boulevard, Island Park, New York 11558

The term of this demise shall be for Five (5) years beginning February 1, 2008 ~~19~~ and ending January 31, 2013 with any option to renew as per Paragraph Thirtieth of the Rider.

The rent for the demised term shall be as provided in Paragraph Thirtieth of the Rider. ~~($), which shall accrue at the yearly rate of~~

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in installments as ~~follows:~~ provided in Paragraph Thirtieth of the Rider.

at the office of Landlord

or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a general office

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of relatting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be [illegible] in this lease, the Landlord at its

License 009

Expires
30 June 2009

Town of Hempstead

2008/2009 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY of ISLAND PARK, N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 6-13-08 Number of vehicles licensed 3 Fee paid $ 275.00

The following Town of Hempstead license numbers have been issued to the above named owner: UT- 18-20

MARK A. BONILLA
Town Clerk

By

TOWN CLERK

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

COM
[redacted]
2001 FORD NONTRANSFERABLE
VAN WH [redacted]
006000 G 8 [redacted] AUG 19 2008
Wt/Seats Fuel/Cyl [redacted]
ALL COUNTY HOOKUP Expires 08/31/10
TOWING INC *NYMA*
4378 AUSTIN BLVD 34.50
ISLAND PARK NY 11558
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EV902160 VOID IF ALTERED EXCEPT FOR ADDRESS 165.25

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
2009 CHEVR NONTRANSFERABLE
PICK BL [redacted]
009200 G 8 [redacted] FEB 27 20
Wt/Seats Fuel/Cyl [redacted]
ALL COUNTY HOOK UP Expires 02/28/
TOWING INC *NYMA
4378 AUSTIN BLVD 54.
ISLAND PARK NY 11558
ANNUAL
AMT PAID (INCL
EY175323 VOID IF ALTERED EXCEPT FOR ADDRESS 259

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
2007 INTER NONTRANSFERABLE
FLAT RD [redacted]
025500 D 6 [redacted] 43 JUN 06 2008
Wt/Seats Fuel/Cyl CAB [redacted]
ALL COUNTY HOOKUP Expires 07/31/09
TOWING INC >DEMA<
600 ATLANTIC AVE 150.75
OCEANSIDE NY 11572
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EU510443 VOID IF ALTERED EXCEPT FOR ADDRESS 190.75

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
1999 FORD NONTRANSFERABLE
TOW BL [redacted]
010000 D 8 [redacted] APR 09 20(
Wt/Seats Fuel/Cyl CHL [redacted]
ALL COUNTY HOOK UP Expires 04/30/1
TOWING INC >DEMA<
4378 AUSTIN BLVD 59.
ISLAND PARK NY 11558
ANNUAL
AMT PAID (INCL
ET690530 VOID IF ALTERED EXCEPT FOR ADDRESS 1129.

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
2005 INTER NONTRANSFERABLE
FLAT WH [redacted]
025500 D 6 [redacted] JUL 15 2008
Wt/Seats Fuel/Cyl CAB NSBA6B
ALL COUNTY HOOK UP Expires 06/30/09
TOWING INC >DEMA<
4378 AUSTIN BLV 150.75
ISLAND PARK NY 11558
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EU519369 VOID IF ALTERED EXCEPT FOR ADDRESS. 7.75

MV-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
[redacted]
2007 INTER NONTRANSFERABLE
FLAT BK [redacted]
25500 D 6 [redacted] 4 JUL 22 2(
Wt/Seats Fuel/Cyl 063 UTD
ALL COUNTY HOOK UP Expires 08/31/
TOWING INC >DEMA
4378 AUSTIN BLVD 150.
ISLAND PARK NY 11558
ANNUAL CHG
AMT PAID (INCL ADD
410217BX VOID IF ALTERED EXCEPT FOR ADDRESS 190.

MV-82SCR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

1992 INTER NONTRANSFERABLE
TOW BK [redacted]
33900 D [redacted]3 OCT 02 2008
Wt/Seats Fuel/Cyl 063 UTD
ALL COUNTY HOOK UP Expires 09/30/09
TOWING INC >DEMA<
600 ATLANTIC AVE 201.00
OCEANSIDE NY 11572 ANNUAL CHG
AMT PAID (INCL ADD CHG)
123897BY VOID IF ALTERED EXCEPT FOR ADDRESS 241.00

NEW YORK STATE

COMMERCIAL DRIVER LICENSE

ID: [redacted] CLASS B

PASTORE JOSEPH G

[redacted]

SEX M EYES BR HT 5-09

W

R

ISSUED: 01-08-08 EXPIRES: 07-31-09

NEW YORK STATE

DRIVER LICENSE

ID: [redacted] CLASS C

KEMPINSKI ERIC M

[redacted]

SEX M EYES BR HT 5-12

W

R NONE

ISSUED: 08-01-07 EXPIRES: 01-06-11

NEW YORK STATE

DRIVER LICENSE

ID: [redacted] CLASS D

WEISZ STEVEN A

[redacted]

DOB [redacted]

SEX M EYES BR HT 5-09

W NONE

R NONE

ISSUED: 04-05-08 EXPIRES: [illegible]

NEW YORK STATE

COMMERCIAL DRIVER LICENSE

ID: [redacted] CLASS BM

CENTENO NORBERTO JR

[redacted]

SEX M EYES BR HT 5-09

W

R NONE

ISSUED: 09-07-08 EXPIRES: 07-28-12 7402269

NEW YORK STATE

Commissioner of Motor Vehicles

COMMERCIAL DRIVER LICENSE

ID: [redacted] CLASS AM

CALVAGNO JOSEPH P

[redacted]

DOB [redacted]

SEX M EYES BR HT 5-03

W

R NONE

ISSUED: 04-22-09 EXPIRES: 04-29-10 SDYX578R07

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: 10/16/15

1) Bidder's/Proposer's Legal Name: All County hook-up towing INC.

2) Address of Place of Business: 66 E. Merrick Rd Freeport N.Y 11520

List all other business addresses used within last five years:
4370 Austin Blvd Island Park N.Y. 11558

3) Mailing Address (if different): Same

Phone: 516-378-9486

Does the business own or rent its facilities? OWN + Rent

4) Dun and Bradstreet number: 07-933-7045

5) Federal I.D. Number: 743067002

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes X No ___ If Yes, please provide details: Our Auto body Shop

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: our Auto body Shop

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 ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(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 New York State DOT

Contact Person Jessica

Address 140 Nicon ct

City/State Hauppauge New York

Telephone 631-904-3055

Fax # 631-234-3637

E-Mail Address

Company Inc village of Rockville Centre

Contact Person Commissoner Gennario

Address 34 maple Ave

City/State Rockville Centre N.Y. 11570

Telephone 516-766-1500

Fax #

E-Mail Address

Company Inc village of Freeport

Contact Person Rob Finnse

Address 46 North Ocean Ave

City/State Freeport N.Y. 11520

Telephone 516-377-2289

Fax #

E-Mail Address

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 Joseph Calvagno
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 66 E Merrick Rd
   City/state/zip Freeport N.Y. 11520
   Telephone 516-378-9486
   Other present address(es) ____
   City/state/zip ____
   Telephone 516-779-3085
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/1/01 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. I'm the owner

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. Tow truck loans

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 ___ YES X If Yes, provide details.

New York State DOT Contract for towing
village of Freeport Contract for towing

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.

License 043

Expires
30 June 2015

Town of Hempstead

2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY of ISLAND PARK N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 6-30-14 Number of vehicles licensed 3 Fee paid $ 350.00

The following Town of Hempstead license numbers have been issued to the above named owner: UT 48, 49, & 51

NASRIN G. AHMAD
Town Clerk

By: Felice Turner

DEPUTY TOWN CLERK

Identification number

[redacted]

(Use this number on all returns and correspondence)

VALIDATED

8/22/2014

Dept of Tax and Finance

ALL COUNTY HOOK UP TOWING, INC
66 E MERRICK RD
FREEPORT NY 11520-4036

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4050109100098 1DC3-2352200 P0000028-01 DTF-17-A-R (9/10)

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 12/29/14 25027

THIS CERTIFICATE EXPIRES 11/30/16

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR pursuant to the provisions of the Vehicle and Traffic Law.

FACILITY IDENTIFICATION NO. 7107374 IVC

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws.

P (11/95) POST IN A CONSPICUOUS PLACE

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, Joseph Galvagno, 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 October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

Notary Public

Name of submitting business: All County hook up towing INC.

By: Joseph Galvagno
Print name

Signature

Pres.
Title

10/16/15
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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Calvagno, 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 October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

Notary Public

All County hookup towing INC.
Name of submitting business

Joseph Calvagno
Print name

Signature

Pres
Title

10/16/15
Date

ALL COUNTY
TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately $500,000.00.

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,

Joseph Calvagno

President

All County Towing

1324 Littleneck Avenue

Bellmore, N.Y. 11710

4370 Austin Blvd Island Park NY 11558 Fax: 516-379-0270 Phone: 516-432-9505

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

License 043

Expires
30 June 2015

Town of Hempstead

2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD

REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY of ISLAND PARK N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 6-30-14 Number of vehicles licensed 3 Fee paid $ 350.00

The following Town of Hempstead license numbers have been issued to the above named owner: UT 48, 49, & 51

NASRIN G. AHMAD
Town Clerk

By: Febie Turner

DEPUTY TOWN CLERK

Identification number

[redacted]

(Use this number on all returns and correspondence)

VALIDATED

8/22/2014

Dept of Tax
and Finance

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520-4036

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law

Nontransferable

This certificate must be prominently displayed at your place of business

Fraudulent or other improper use of this certificate will cause it to be revoked

The certificate may not be photocopied or reproduced

40501091100096 1DC3 - 2352200 P0000028-01 DTF-17-A-R (9/10)

[redacted]

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 12/29/14 25027

THIS CERTIFICATE EXPIRES 11/30/16

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR

FACILITY IDENTIFICATION NO. 7107374 IVC

pursuant to the provisions of the Vehicle and Traffic Law

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws

P (1/95) POST IN A CONSPICUOUS PLACE

[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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Galvagno, 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 October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

Notary Public

Name of submitting business: All County hook up towing INC.

By: Joseph Galvagno
Print name

Signature

Pres.
Title

10/16/15
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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Calvagno, 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 October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

Notary Public

All County hookup towing INC.
Name of submitting business

Joseph Calvagno
Print name

Signature

Pres
Title

10/16/15
Date

ALL COUNTY
TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately $500,000.00.

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,

Joseph Calvagno

President

All County Towing

1324 Littleneck Avenue

Bellmore, N.Y. 11710

4370 Austin Blvd Island Park NY 11558 Fax: 516-379-0270 Phone: 516-432-9505

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD10000008

Department: POLICE

E-20-16

Contract Details

SERVICE: County Impound & Towing R20

NIFS ID #CLPD150000 22 NIFS Entry Date 9/18/15 Term: **FROM**: 9-01-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted] Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☐		
	OMB	*NIFS Approval* *(Contractor Registered)*	9/18/15		Yes ☒ No ☐ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/2/15	County Attorney	*CA Approval as to form*	☑		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
MASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:25

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3	$7,250.00 per annum
Zone 6	$32,900.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	**1143**
Object: DE	**500**
Transaction:	**107**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	J. Amato 10/4/15	$
5		$
6		$
	TOTAL	$ 5,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date** 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

E-20-16

RULES RESOLUTION NO. 20- 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 POLICE DEPARTMENT AND NORTH SHORE AUTO AND TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with North Shore Auto and Towing for towing and impound related 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 amendment to an agreement with North Shore Auto and Towing

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Aug. 26. 2015.

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

North Shore Auto & Towing

By: _____
Name: Scott Balteeman.
Title: Pres
Date: 8-26-15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 26th day of August in the year 2015 before me personally came Scott R Bauerman 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 Pres. of N.S. Auto Towing, 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.

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

NOTARY PUBLIC

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

On the 10th day of _____ in the year 2015 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

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

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: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000008,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2015

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
National Insurance Brokerage of New York, Inc.
175 Oval Drive

Islandia NY 11749

CONTACT NAME: Patricia Hanley
PHONE (A/C, No, Ext): (631)273-4242 FAX (A/C, No): (631)273-8990
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Merchants Mutual Insurance Co	[redacted]
INSURER B: Republic Franklin Ins Co	[redacted]
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North Shore Auto & Towing Inc
265 East Shore Road

Manhasset NY 11030-2923

COVERAGES CERTIFICATE NUMBER:CL1532417463 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: X POLICY PRO-JECT LOC OTHER:			[redacted] $575,000 Direct Primary w/ $500 Deductible	2/15/2015	2/15/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Mechanics Professional	$ 1,000,000 $ 300,000 $ 15,000 $ $ 3,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS			[redacted] On Hook Coverage $50,000	12/27/2014	12/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	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		[redacted]	5/1/2015	5/1/2016	PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured A.T.I.M.A with respect to General Liability as required by written contract/written agreement per the policy terms, conditions and exclusions. 15 days notice provided for cancellation due to non-payment of premium and 30 days for any other reason.

CERTIFICATE HOLDER

County of Nassau and
Nassau County Police Department
Attn: John Barry
1490 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
Frank Cormio/PATTY

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

CONTINUATION CERTIFICATE

Capitol Indemnity Corporation (hereinafter called the Company) hereby continues in force its Bond No.**60099983** in the sum of **Thirteen Thousand Four Hundred & No/100** Dollars (**$13,400.00**), on behalf of **North Shore Auto & Towing, Inc., 265 East Shore Rd, Manhasset, NY 11030-2902,** in favor of **Nassau County, 1550 Franklin Ave, Mineola, NY 11501** for the (extended) term beginning on the **1st** day of **September**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Thirteen Thousand Four Hundred & No/100** Dollars (**$13,400.00**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **25th of August, 2015**.

Capitol Indemnity Corporation

Attest Dianne Ammermann
Dianne Ammermann
Account Specialist

By: Ronald Kaihoi (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)

Agent:
ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

Bond No. 60099983
60108909

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: THAT CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal office in Madison, Wisconsin, do make, constitute and appoint

----------JACK ANDERSON; RONALD KATHOI----------

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship; provided that no bond, undertaking, or contract of suretyship executed under this authority shall exceed in amount the sum of:

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and executed and sealed by the same under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002:

"RESOLVED: that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other written obligations in the nature thereof, one or more resident or non-resident officers, assistant secretaries and attorneys-in-fact, each appointee to have the powers and duties usual to such offices within the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other surety obligation in the nature thereof to which it is attached. Any such appointment may be revoked for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the State of Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the contractor and/or its assignee, shall not relieve the surety company of any of its obligations under its bond.

In connection with obligations in favor of the State of Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be exercised unless prior written personal notice of such intent to be bound is given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least ten (10) days prior to the execution of the instrument.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereunto affixed this ninth day of January, 2014.

Attest:

Richard W. Ecklund

Richard W. Ecklund
President
Surety & Fidelity Operations

SEAL

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } ss

On the 8th day of January, 2014 before me personally came Stephen J. Sills to me known, who being by me duly sworn, did depose and say: that he resides in the County of Nassau, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } ss

CERTIFICATE

I, the undersigned, duly elected Officer of CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and that the resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Madison, State of Wisconsin, this 25th day of August, 2015.

SEAL

Alan S. Ogilvie
Secretary

THIS POWER OF ATTORNEY IS VOID IF NOT PRINTED ON RED PRINTER WITH RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, CALL (800) 678-1189.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 25th day of August , 2015 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation ,** the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J Risa

NOTARY PUBLIC

My Commission Expires 1/31/2020

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
   -If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
   -If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157
Binghamton, 13901 - State Office Bldg. - 44 Hawley St.- (866) 802-3604
Brooklyn, 11201 - 111 Livingston St.- Brooklyn - (800) 877-1373
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 935 James St.- (866) 802-3730

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA

AVESO DE CUMPLIMENTO
LEY DE BENEFICIOS POR
INCAPACIDAD LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semenales de su patrón o de la compañia de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 dias a partir de la primera fecha de su incapacidad, pero en ningun caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
   -Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañia de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y enviela a su patrón o a la compañia de seguros nombreda abajo.
   -Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envie la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentat usted su reclamación, es necesario que su proveedor de salud complete la declaracion del médico ("Health Care Provider's Statement") en la Forma de relamacion, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario ala compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete dias, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.

Robert E. Beloten

ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la lay de Beneficios por Incapacidad).
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

Name, Address and Phone No. of DB Insurance Carrier
Guardian Life Insurance Company of America
7 Hanover Square, New York NY 10004
800-268-2525
Effective: From 08/01/1988 To 03/31/2016
(En Vigor Desde) (Hasta)
Policy No. [redacted]
(Poliza No.)

The benefits provided are (Los beneficios provistos son)

X	Statutory		Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados

Name of employer (Nombre del Patron)
NORTH SHORE AUTO & TOWING, INC

By: **The Guardian Life Insurance Company of America**

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

DB-120 (1-11) Prescribed by Chair Workers' Compensation Board State of New York

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: NORTH SHORE AUTO & TOWING

Address: 265 EAST SHORE ROAD

City, State and Zip Code: MANHASSET, NY 11030

2. Entity's Vendor Identification Number: 112922018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 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):

SCOTT B. BALTERMAN [redacted]

LESLIE BALTERMAN [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE

NORTH SHORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

* [redacted]

* LESLIE BALTERMAN

[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.

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):

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

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

Dated: 6-17-15

Signed:

Print Name: Stanley Rabinowitz

Title: Pres.

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

Contract ID#: CQPD10000008 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 08 NIFS Entry Date 5/4/15 Term: **FROM**: 5-01-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted]
	Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑ 7/4/15		Yes☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/13/15		Yes☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑ 7/16/15		
7/21	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 $7,250.00 per annum Zone 6 $32,900.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	G. Gomato 7/13/15	$
5		$
6		$
	TOTAL	$ 5,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/17/15
Date 8/7/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000008,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 15, 2015

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

NORTH STORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT K BALTERMAN

X [redacted]

X LESLIE BALTERMAN

[redacted]

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

08/03/15

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2018

North Shore Auto & Towing

By: _____
Name: Scott Bukman
Title: Pres
Date: 8-3-15

NASSAU COUNTY

By: _____
Name: Chris Nolan
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of August in the year 2015 before me personally came Scott R Gallagher 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 Pres of Northeastern Auto Tow, 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

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2018

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

On the 17 day of August in the year 2015 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6057228
Qualified in Nassau County
Commission Expires April 22, 2016

NORTH SHORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

* [redacted]

* LESLIE BALTERMAN

[redacted]

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: NORTH SHORE AUTO & TOWING

Address: 265 EAST SHORE ROAD

City, State and Zip Code: MANHASSET, NY 11030

2. Entity's Vendor Identification Number: 112922018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 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):

SCOTT B. BALTERMAN [redacted]

LESLIE BALTERMAN [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

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

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

Dated: 6-17-15

Signed: [signature]

Print Name: Sharon Rabinowitz

Title: Pres.

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 ID#: CQPD10000008 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 14 NIFS Entry Date 8/28/14 Term: FROM: 5-01-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted] Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 10/9/14		Yes☐ No☑ Not required if blanket resolution
10/9/14	County Attorney	*CA RE & Insurance Verification*	☑ 10/9/14		
10/9/14	County Attorney	*CA Approval as to form*	☑ 10/9/14		Yes☐ No☑
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
10/9/14	County Attorney	*NIFS Approval*	☑ 10/9/14		
	Comptroller	*NIFS Approval*	☑ 10/31/14		10/31/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 11/5/14		

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

North Shore Auto & Towing

By: _____
Name: Scott R Baltorman
Title: President
Date: April 3, 2014

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of APR in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Woo K

NOTARY PUBLIC

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2016

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

On the 5 day of November in the year 2014 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: COPD10000008 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300001 0 NIFS Entry Date 4/22/13 Term: FROM: 5-1-13 TO: 4-30-14

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 North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: srb60@aol.com
	Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☐ 4/22/13		
	OMB	*NIFS Approval (Contractor Registered)*	☐ 4/26/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☐ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/8/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/15/13		
	Comptroller	*NIFS Approval*	☐ 5/21/13	CGL 5/17/13	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 5/29/13		

13 MAY 30 PM 3:05

PERSONNEL

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 - $7,250.00 per annum Zone 6 - $ 32,900.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object-DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5	4/30/13	$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 5/29/13
Date 5-24-13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: North Shore Auto & Towing

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, NY 11030

FEDERAL TAX ID #: 112922018

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4·24·13

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000008 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

North Shore Auto & Towing

By: _____
Name: S. Cindy Bathmann
Title: PRES
Date: FEB. 13. 2013

NASSAU COUNTY

By: _____
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of February in the year 2013 before me personally came Sunil Kumar 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 North-Fork Auto Tenny, 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

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2014

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

On the 29 day of May in the year 2013 before me personally came Richard Rewalker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6270632
EXPIRES 7/23/2015

Contract ID#: CQPD10-000008

Department: Polic

E-69-10

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: CQPD10000008 NIFS Entry Date 4/15/10 Term: from 05/01/10 to 04/30/13

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 North Shore Auto & Towing	Vendor ID# 112922018	Department Contact Kim Kramer
Address 265 East Shore Road Manhasset, New York	Contact Person Randy Balterman Phone 516-482-2500	Address 1490 Franklin Ave Mineola, NY 11501 Phone 516-573-7212

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) 4.16.10 ☒ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	5/11/10		Yes ☐ No ☑ Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification ☑	5/13/10		
	County Attorney	CA Approval as to form ☑	5/25		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10	Gregory O. May	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☒	7/27/10		
	Comptroller	NIFS Approval ☑	8/31/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/10/10		

CQPD10-000008

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Open bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3 - $ 7,250 per annum
Zone 6 - $32,900 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED: 5/13/10
INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kim Kramer and Jane Svenelid Date: 04/15/10

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 9/8/10
Date 9/2/10	Date 8/31/10	E #: (For Office Use Only)

E-69-10

RULES RESOLUTION NO. 95 – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE AUTO & TOWING, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with North Shore Auto & Towing, Inc., for towing and impound related 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 North Shore Auto & Towing, Inc..

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE AUTO & TOWING, INC.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with North Shore Auto & Towing, Inc., for towing and impound related 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 North Shore Auto & Towing, Inc.

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 04/15/2010
LINK TO: DOCUMENT HEADER 2:53 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : SVENELID, JANE 37160
DOCUMENT NUMBER : CQPD10000008 INITIATING DEPT : PD
INPUT PERIOD (MM YYYY) : 04 2010 APRIL
VENDOR NUMBER / SUFFIX : 112922018 01 APPROVAL TYPE : 01
VENDOR NAME : NORTH SHORE AUTO & TOWING INC.
VENDOR ADDRESS : 265 EAST SHORE RD

MANHASSET NY 11030
COUNTRY : USA
ALPHA VENDOR : NORTH SHORE AUTO & TOWING
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 10,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : Y
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
Ve
4-16-10

DOCUMENT : CQPD10000008 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

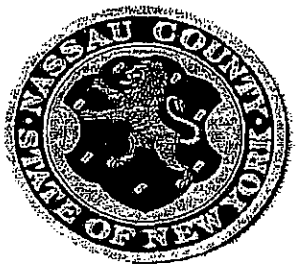
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

ATTACHED TO : DOCUMENT NUMBER : CQPD10000008
PAGE : 01 OF 01

NORTH SHORE TOW
TOWING AND STORAGE
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

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: NORTH SHORE AUTO & TOWING,

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, New York 11030

FEDERAL TAX ID #: 112922018

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 HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

NORTH SHORE AUTO & TOWING INC.

April 15, 2010

Disclosure Statement

The principals of the above corporation are as follows:

Scott R. Balterman & Leslie Balterman

[redacted]

We have been registered with the Nassau County Website.

265 EAST SHORE ROAD
MANHASSET, NY 11030
PHONE: (516)482-2500
FAX: (516)482-4160

NYS INSPECTION STATION
AAA/ALLSTATE/GEICO APPROVED
OFFICIAL IMPOUND GARAGE
24 HOUR TOWING SERVICE
COLLISION/MECHANICAL REPAIRS

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) NORTH SHORE AUTO & TOWING, a corporation formed pursuant to the laws of the State of New York having its principal office at 265 East Shore Road, Manhasset, New York 11030 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 3 and 6 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day

C. AFTER THIRTY (30) DAYS $25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day)

covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced.

CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3 -	$ 7,250.00 per annum
Zone 6 -	$ 32,900.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $3,345.83 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola,

New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $3,345.83 outstanding and not paid until the fifteenth day of the month would be figured as follows$3,345.83 x 0.20 =$669.17 / 365 = $1.83 x 15 = $27.45). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $40,150.00 in good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance

evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

NORTH SHORE AUTO & TOWING

By: _____

Name: Randy Balterman

Title: President

Date: April 12, 2010

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 9/8/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 12 day of April in the year 2010 before me personally came S. Larry Barkman to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 North Shore Auto Towing, 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.

Marie Villi

NOTARY PUBLIC

MARIE VILLI
Notary Public, State of New York
No. 01VI6120331
Qualified In Nassau County
Commission Expires 12/20/2012

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 8 day of September in the year 2010 before me personally came Richard R. Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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

Brian R. Nevin
Notary Public State of New York
No. 01NE6188968
Albany County
Exp. 06/16/2012

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to

receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale

in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled

to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the

right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer,

for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.
2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3939	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 112922018

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

NAME OF BIDDER: NORTH SHORE AUTO & TOWING

ADDRESS: 265 EAST SHORE ROAD

CITY: MANHASSET STATE: NY ZIP CODE: 11030 TELEPHONE: (516) 482-2500

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE: SCOTT R. BACHELMAN

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.

DISCLOSURE STATEMENT

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

Bidders Name: North Shore Auto + Towing

Address: 265 EAST SHORE ROAD MANHASSET NY 11030

Telephone No: 516-482-2500 Fax No: 516-482-4160

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE _____ BIDDER _____ Pres TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: Automobile Club of NY
ADDRESS: 1415 Kellum Place
Garden City NY 11530
TELEPHONE: 516 873.2462 CONTACT PERSON: Jon Affricano
CONTRACT DATE:

2. REFERENCE'S NAME: Town of No Hempstead
ADDRESS: 220 Plandome Road.
Manhasset NY. 11030
TELEPHONE: 516.627.0590 CONTACT PERSON: Patrice Tobin
CONTRACT DATE:

3. REFERENCE'S NAME: New York Community Bancorp
ADDRESS: 615 Merrick Ave.
Westbury NY 11590
TELEPHONE: 516-683-4154 CONTACT PERSON: Jonne Frank
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A} and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound. Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 30,100.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 7,250.00 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ [illegible] . ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 10,000 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $_____ ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $_____ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $_____ANNUALLY

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

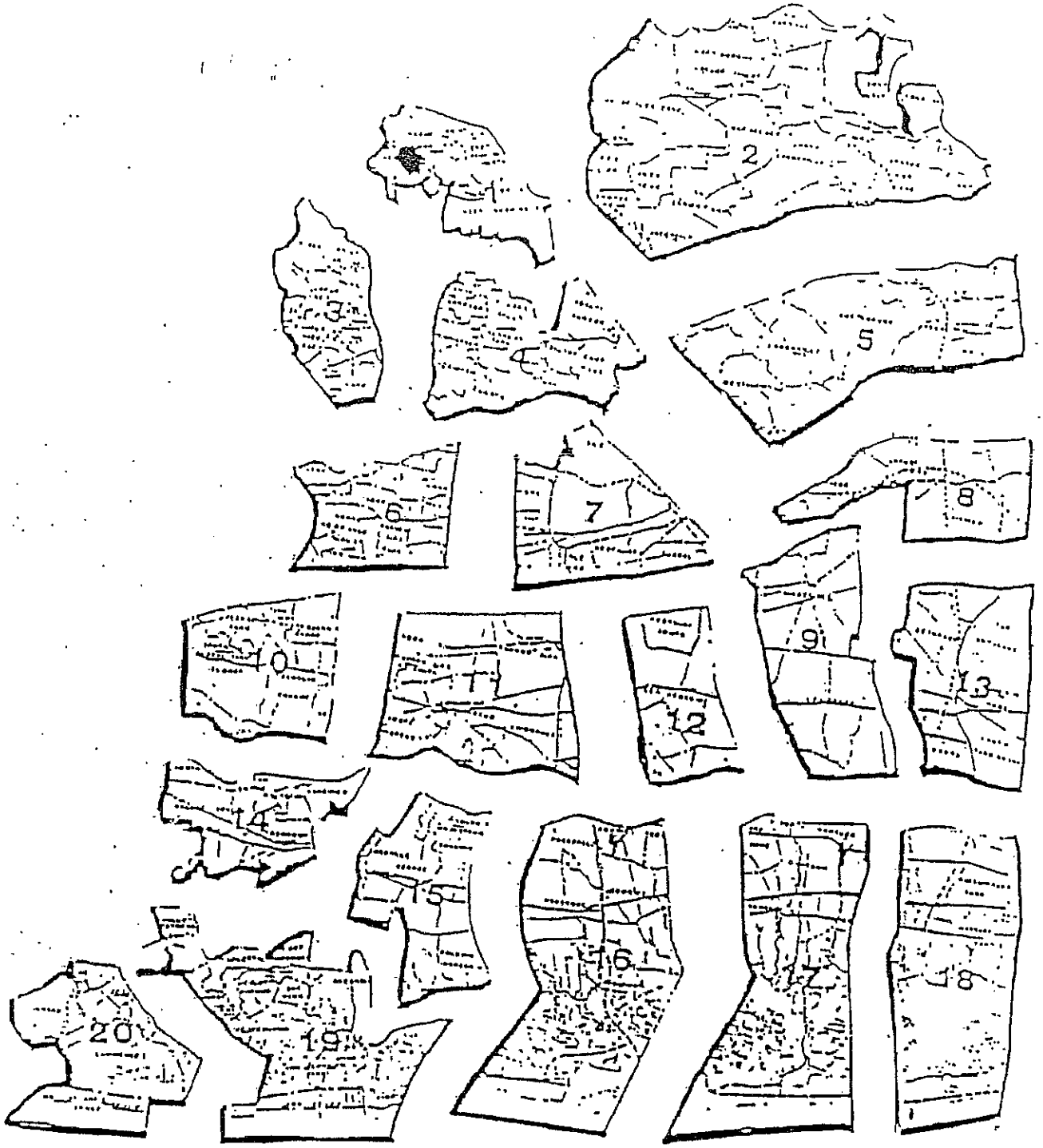
BIDDER SIGN HERE _____ BIDDER _____ TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

NORTH SHORE AUTO & TOWING, INC.
265 East Shore Road
Manhasset, NY 11030
(516) 482-2500

Road Service

DATE	TIME A.M. P.M.	REQUESTED BY	P.O. NO.
NAME		PHONE	
ADDRESS			
CITY		STATE	ZIP
LOCATION OF VEHICLE			
YEAR, MAKE, MODEL		COLOR	DRIVER
STATE	LIC. PLATE NO.	VEHICLE I.D. NO.	REGISTERED OWNER

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

REASON FOR TOW

- ☐ ACCIDENT
- ☐ ARREST
- ☐ UNREGISTERED
- ☐ TOW ZONE
- ☐ SNOW REMOVAL
- ☐ ABANDONED
- ☐ STOLEN CAR
- ☐ BREAK DOWN
- ☐ LOCK OUT
- ☐ START
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ IMPOUNDED
- ☐
- ☐

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY

TYPE OF TOW

- ☐ SLING/ HOIST TOW
- ☐ FLAT BED/ RAMP
- ☐ WHEEL LIFT
- ☐

TOWED PER ORDER OF

- ☐ STATE POLICE
- ☐ LOCAL POLICE
- ☐ OWNER
- ☐ DEALER

VEHICLE TOWED TO

FIRST TOW

SECOND TOW

STORAGE FROM

_____ TO _____ _____ DAYS @ $ _____

PAID BY

☐ CASH ☐ CHECK DRIVERS LIC. NO. _____

☐ CREDIT CARD ☐ MC ☐ VISA ☐ AMEX EXP. DATE _____

CC NO. _____

TOWING CHARGE	
MILEAGE CHARGE	
EXTRA PERSON	
SPECIAL EQUIPMENT	
LABOR CHARGE	
STORAGE	
SUB-TOTAL	
TAX	
TOTAL	

OPERATOR'S SIGNATURE DATE

TRUCK NO.

AUTHORIZED SIGNATURE DATE

VEHICLE RELEASED TO DATE

5008

Not responsible for loss or damage to vehicle
in case of fire, theft or any other cause beyond our control.

Thank You

PRODUCT 2525

TOW
14032TW
[redacted] INTER NONTRANSFERABLE
TOW WH [redacted]
179 00 D 6 [redacted] AUG 13 2008
Wt/Seats Fuel/Cyl 022 UTD
NORTH SHORE AUTO& Expires 09/30/10
DETAILING INC >DEMA<
101 EAST SHORE RD 106.25
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
655644BX VOID IF ALTERED EXCEPT FOR ADDRESS 292.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
23936TW
[redacted] FORD NONTRANSFERABLE
TOW WH [redacted]
11000 D 8 I4712039 OCT 13 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
NORTH SHORE AUTO AND Expires 11/30/10
TOWING INC >DEMA<
265 EAST SHORE ROAD 65.00
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
208262BY VOID IF ALTERED EXCEPT FOR ADDRESS 210.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
32878TW
2009 FORD NONTRANSFERABLE
TOW WH [redacted]
019500 D 8 [redacted] MAR 12 2009
Wt/Seats Fuel/Cyl CAB NSBA6E
NORTH SHORE AUTO& Expires 03/31/10
TOWING INC >DEMA<
265 E SHORE RD 115.25
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EY244656 VOID IF ALTERED EXCEPT FOR ADDRESS 226.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
31111TW
2004 FORD NONTRANSFERABLE
TOW WH [redacted]
017900 [redacted] 2002
Wt/Seats Fuel/Cyl LSD NSBA72
NORTH SHORE AUTO Expires 05/31/09
&TOWING INC *NYMA*
265 E SHORE RD 103.75
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EM084492 VOID IF ALTERED EXCEPT FOR ADDRESS 2049.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
23937TW
2000 INTER NONTRANSFERABLE
TOW WH [redacted]
17900 D 8 [redacted] OCT 13 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
NORTHSHORE AUTO Expires 11/30/10
&TOWING INC >DEMA<
265 E SHORE RD 106.25
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
208261BY VOID IF ALTERED EXCEPT FOR ADDRESS 292.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
2777BTW
2003 FORD NONTRANSFERABLE
TOW WH [redacted]
17500 D 8 UTD4011 JAN 23 2008
Wt/Seats Fuel/Cyl 023 UTD
NORTH SHORE AUTO AND Expires 02/28/10
TOWING INC >DEMA<
265 E SHORE ROAD 103.50
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
655946BV VOID IF ALTERED EXCEPT FOR ADDRESS 287.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
32852TW
2007 FORD NONTRANSFERABLE
TOW WH [redacted]
017900 D 8 [redacted] JUL 15 2008
Wt/Seats Fuel/Cyl CAB NSBA6B
NORTH SHORE AUTO& Expires 07/31/10
TOWING INC >DEMA<
265 E SHORE RD 106.25
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EU519328 VOID IF ALTERED EXCEPT FOR ADDRESS 362.50

Town of North Hempstead

Jon Kaiman
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Leslie C. Gross
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that North Shore Auto & Towing having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Unrestricted Tow Truck operations within the Town of North Hempstead; for the term herein described.

North Shore Auto & Towing

Office/Terminal Located : 265 East Shore Road Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road Manhasset, NY 11030

License No.: 0018

Expires: June 30, 2009

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK 1784

By Direction of

Leslie C. Gross, Town Clerk

6/23/2008

Date

A 495— House lease, plain English format, furnished or unfurnished, 11-78. O

© 1978 BY JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD:	TENANT:
SCOTTVIC REALTY	NORTH SHORE AUTO & TOWING
31 FALL LANE	265 EAST SHORE RD
Address for Notices JERICHO N.Y. 11753.	MANHASSET NY 11030

Premises: 265 EAST SHORE ROAD MANHASSET N.Y. 11030

Lease date:	Term		
FEB 1-05	10 YEARS	Yearly Rent	$ 84,000—
	beginning 2-1-05	Monthly Rent	$ 7,000—
	ending 2-1-15	Security	$ —0—

1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating**

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

** *Add other utilities and services, if any.*

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

23. Written instructions

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. Illegality

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings

The Paragraph headings are for convenience only.

30. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures The parties have entered into this Lease on the date first above stated.

LANDLORD:

SCOTTIVIC REALTY CORP
265 EAST SHORE RD.
MANHASSET NY 11030

WITNESS:

TENANT:

NORTH SHORE AUTO & TOWING INC.
265 East Shore Road
Manhasset, N.Y. 11030
(516) 482-2500

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

NEW YORK STATE
COMMERCIAL
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
BALTERMAN,SCOTT
[redacted]
SEX: M EYES: BL HT: 6-00 CLASS: B
E: W R: L
ISSUED: 06-24-03 EXPIRES: 11-05-09

60556360

COMMERCIAL
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
HARKINS,ROBERT,J
[redacted]
SEX: M EYES: BR HT: 6-00 CLASS: A
E: NWT R:
ISSUED: 02-07-05 EXPIRES: 02-05-13

63422500

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
DONALDSON,TIMOTHY
[redacted]542
SEX: M EYES: BL HT: 6-00 CLASS: D
E: R:
ISSUED: 10-27-03 EXPIRES: 10-14-11

58370340

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted] CLASS C

SYED,MOHAMMAD,M
[redacted]
DOB: 10-01-63
SEX: M EYES: BK HT: 5-12
E: W
R: W
ISSUED: 11-08-05 EXPIRES: 10-01-12

Commissioner of Motor Vehicles

ID: [redacted]

DRIVER LICENSE

DOB: [redacted]
JAGPARVESH,FNU
[redacted]
SEX: M EYES: BK HT: 5-07 CLASS: C
E: W R: W
ISSUED: 06-07-05 EXPIRES: 09-15-09

76199541

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
CLARKE,TREVOR,E,S
[redacted]
SEX: M EYES: BR HT: 6-07 CLASS: D
E: B
ISSUED: 01-15-06 EXPIRES: 01-20-11

51814360

NEW YORK STATE

Commissioner of Motor Vehicles

DRIVER LICENSE

ID: [redacted] CLASS C

BHANDAL
MADAN,SINGH
[redacted]
DOB: [redacted]
SEX: M EYES: BK HT: 5-09
E: W
R: NONE
ISSUED: 07-17-08 EXPIRES: 12-12-10 BPHRYWIX10

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: 10-19-11

1) Bidder's/Proposer's Legal Name: NORTH SHORE AUTO & TOWING INC.

2) Address of Place of Business: 265 EAST SHORE RD MANHASSET NY 11030

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone: 516-482-2100

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number:

5) Federal I.D. Number: 112922018

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details:

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ✓ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). APPROX 10 years AGO.

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.

(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; June, 1988

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

iii) Name, address and position of all officers and directors of the company: Leslie Bartleman [redacted]

iv) State of incorporation (if applicable); N.Y.

v) The number of employees in the firm; 20

vi) Annual revenue of firm; 2,500,000.00

vii) Summary of relevant accomplishments LIC Tower & collision shop over 25 years

viii) Copies of all state and local licenses and permits. DMV, Tow License.

B. Indicate number of years in business. over 25.

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. County Commissioner many years

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 North Hempstead.

Contact Person Clerks Office

Address Plandome Rd.

City/State Manhasset NY, 11030

Telephone 516.869.7646

Fax #

E-Mail Address

[redacted]

Company Kings Pt Police Dept

Contact Person SGT.

Address STEPINGETON. LA.

City/State Kings Pt N.Y.

Telephone 516.482 1000

Fax #

E-Mail Address

Company North Shore Hospital.

Contact Person Security

Address Community Drive

City/State Manhasset NY 11030

Telephone 516.562-4842

Fax #

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott R Battermann, 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 Oct. 2015

Notary Public

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

North Shore Auto & Towing Inc.
Name of submitting business

Scott R Battermann
Print name

Signature

Pres.
Title

10/13/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Scott R Ballerman
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 265 East Shore Rd.
   City/state/zip Manhasset NY 11030
   Telephone 516-482-2500
   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 6/ /88 Treasurer 6/ /88
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 6/ /88 ____ 6/ /88
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 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? NO ✓ ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

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 6? 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, Scott R Baltermann, 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 Oct. 2015

Notary Public

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

Name of submitting business: North Shore Auto & Towing, Inc.

By: Scott R Baltermann
Print name

Signature

Pres
Title

10/13/16
Date

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead. entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : North Shore Auto & Towing, Inc.

Office/Terminal Located : 101 East Shore Road , Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road , Manhasset, NY 11030

License No: 18

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 06/30/14 09440

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. 7044825 RS

This person is REGISTERED AS A REPAIR SHOP pursuant to the provisions of the Vehicle and Traffic Law.

NORTH SHORE AUTO & TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030

This document does not certify that this business complies with zoning and other local laws.

61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 06/30/14 09441

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. [redacted]

This person is LICENSED AS A PUBLIC INSPECTION STATION pursuant to the provisions of the Vehicle and Traffic Law.

1A-1B

NORTH SHORE AUTO & TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030

This document does not certify that this business complies with zoning and other local laws.

61P (11/95)

POST IN A CONSPICUOUS PLACE

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave.
Albany, NY 12231-0001
www.dos.state.ny.us

Certificate of Assumed Name

Pursuant to General Business Law, §130

1. NAME OF ENTITY

Ogden Brothers Collision, Inc.

1a. *FOREIGN ENTITIES ONLY.* If applicable, the fictitious name the entity agreed to use in New York State is:

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- [x] Business Corporation Law
- [ ] Education Law
- [ ] Insurance Law
- [ ] Other (specify law):
- [ ] Limited Liability Company Law
- [ ] Not-for-Profit Corporation Law
- [ ] Revised Limited Partnership Act

3. ASSUMED NAME

All County Autobody

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

66 East Merrick Rd
Freeport NY 11520

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

[ ] ALL COUNTIES (If not, circle county[ies] below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	Nassau	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Putnam	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Oneida	Rensselaer	Steuben	Westchester
Chautauqua	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fulton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME. Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 6 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

66 East Merrick Rd.
Freeport NY 11520

[ ] No New York State Business Location

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

North Shore
Town

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD12000003

Department: POLICE

E-21-16 R21

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 18 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department	
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org	
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501	
Phone 516-573-7168	

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)* GS *Contractor Registered* gmg	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 10/6/15		Yes ☑ No ☐ Not required if blanket resolution
10/6/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/6/15		
10/6/15	County Attorney	*CA Approval as to form*	☑ 10/6/15		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐	1/8/16	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
JAN - 8 P 3:15
2016

PR5254 (1/06)

Contract ID#: CQPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 50,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 50,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 50,000
2		$
3		$
4	A. Amato 2 10/20/15	$
5		$
6		$
TOTAL		$ 50,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-21-16

RULES RESOLUTION NO. 21 – 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 POLICE DEPARTMENT AND C & R AUTOMOTIVE D/B/A AAAA-1 AUTO AND TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
Ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with C & R Automotive d/b/a AAAA-1 Auto and Towing for towing and impound related 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 amendment to an agreement with C & R Automotive d/b/a AAAA-1 Auto and Towing

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 09/29/2015
LINK TO: VENDOR DETAIL 4:55 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 201970936 01 C & R AUTOMOTIVE

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ.	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/07/2015	107	CLPD15000004 01	PDPDH1143	DE500			08 2015
		EXTENSION AND ADDITIONAL FUNDS						75,000.00

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: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **July 2, 2012** [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, **CQPD12-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for one year, from April 1, 2012 through March 31, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: Thomas Schmelzel
Name: Thomas Schmelzel
Title: Pres.
Date: 8-31-18

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 31st day of August in the year 2015 before me personally came Thomas Schmeltzer 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 C.K. Automotive d/b/a AAA-1 Auto Towing, 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

TAMAR HARUTUNIAN
Notary Public, State of New York
No. 02HA6129315
Qualified in Queens County
Commission Expires 06/20/2017

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

Nassau County **Police Department**

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

C & R Automotive d/b/a AAAA-1 Auto and Towing
34 Charlotte Avenue
Hicksville, New York 11801
Attention: Thomas Schmeltzer

Re: County of Nassau and C & R Automotive d/b/a AAAA-1 Auto and Towing

Dear Mr. Schmeltzer:

I have enclosed the Amendment between the County of Nassau and C & R Automotive d/b/a AAAA-1 Auto and Towing, for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016***.

After reviewing this Amendment, please sign it (in **BLUE INK**) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **Monday AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $208,121.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

C&RAUTO-03 ELIU

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2015

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
YouZoom Insurance Services, Inc
6900 College Blvd
Ste 1000
Overland Park, KS 66211

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 240-8803 FAX (A/C, No): (877) 235-3393
E-MAIL ADDRESS: youzoom.servicecenter@arrowheadgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Universal Underwriters Insurance Company	41181
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C&R AUTOMOTIVE, INC
DBA AAA-1 AUTO BODY & TOWING
34 CHARLOTTE AVENUE
HICKSVILLE, NY 11801

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	02/14/2015	02/14/2016	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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		[redacted]	02/14/2015	02/14/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			[redacted]	02/14/2015	02/14/2016	AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garage Liability	X		[redacted]	02/14/2015	02/14/2016	Each Acc	1,000,000
A	Cust Auto-Dir Prim			[redacted]	02/14/2015	02/14/2016	Limit**	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Endorsement 0389 Applies: Customer Auto Legal Liability for Natural Disasters.
**Customer Auto Includes On-Hook Coverage.

Endorsement 0532 Applies: Certificate Holder is named as an Additional Insured - Garage Operations.
Endorsement 0533 Applies: Certificate Holder is named as an Additional Insured - Auto and/or Towing.

C&R AUTOMOTIVE, INC DBA AAA-1 AUTO BODY & TOWING's Unicover Policy carries liability limits of $1M underlying along with a $2M Commercial
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

NASSAU COUNTY POLICE DEPARTMENT
1499 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
YouZoom Insurance Services, Inc.

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: C&RAUTO-03 ELIU

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
YouZoom Insurance Services, Inc		C&R AUTOMOTIVE, INC DBA AAA-1 AUTO BODY & TOWING 34 CHARLOTTE AVENUE HICKSVILLE, NY 11801
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Umbrella for a total liability limit of $3M per occurrence.
Umbrella follows form for General, Auto, and Garage Liability.

Customer Auto includes On-Hook/Garage Keepers Coverage.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 201970936
C & R AUTOMOTIVE INC.
AAA-1 AUTO & TOWING
32-34 CHARLOTTE AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
C & R AUTOMOTIVE INC. T/A AAAA-1 AUTO & TOWING 32-34 CHARLOTTE AVE HICKSVILLE NY 11801	NASSAU COUNTY POLICE DEPT. 1490 FRANKLIN AVE. MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	961253	09/01/2014 TO 09/01/2016	8/20/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2198 703-7 UNTIL 09/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 09/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

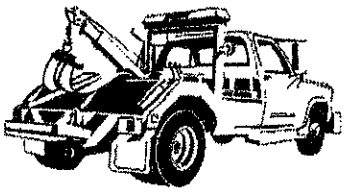
NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 375856300

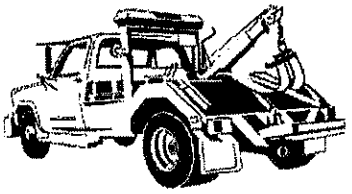
U-26.3



AAAA-1 Auto Body

Auto Body & Towing

112 Duffy Avenue Hicksville, New York 11801
Telephone: 516-931-8303 Fax# 516-433-1013



April 15, 2015

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

The following is a "Disclosure Statement" listing the name and home addresses of the officers of the company as per requested for the contract renewal:

President
Thomas Schmeltzer
[redacted]

Vice President
Michael Schmeltzer
[redacted]

Thank you,

Michael Schmeltzer

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No.**41248452** in the sum of **Seventy Seven Thousand Nine Hundred Twenty Six and 59/100** Dollars ($**77,926.59**), on behalf of **C & R Automotive Inc dba AAAA-1 Auto & Towing, 112 Duffy Avenue, Hicksville, NY 11801** in favor of **Nassau County, 1550 Franklin Avenue, Mineola, NY 11501** for the (extended) term beginning on the **1st** day of **September**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Seventy Seven Thousand Nine Hundred Twenty Six and 59/100** Dollars (**$77,926.59**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **20th day of August, 2015**.

Platte River Insurance Company

Attest _____
Erika Zachman
Account Specialist

By: _____ (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332036

Bond No. 41248452

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August, 2015.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450.

PR-POA (Rev. 02-2015)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 20th day of August , 2015 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Caralee Mader

NOTARY PUBLIC

My Commission Expires 1/31/20

CARALEE MADER
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

PLATTE RIVER INSURANCE COMPANY

RIDER

To be attached to and form a part of Bond No. **41248452** in the amount of **$69,373.66** issued by **PLATTE RIVER INSURANCE COMPANY** **(Surety)** on behalf of **C & R Automotive Inc., dba AAAA-1 Auto Towing, 112 Duffy Avenue, Hicksville, NY 11801** **(Principal)** in favor of **Naussau County, 1550 Franklin Ave, Mineola, NY 11501, (Obligee).**

Whereas **Bond Amount Has Been Increased** :

From: $69,373.66

To: $77,926.59

Provided, however, that the Surety's liability as pertains to the above referenced bond shall not be cumulative or in any event exceed the above amount. All terms, conditions, agreements and limitations of the underlying bond remain unchanged.

to become effective **September 1, 2015**

Signed, sealed and dated: **August 20, 2015.**

Surety: **PLATTE RIVER INSURANCE COMPANY**

By: Ronald Kaihoi

Ronald Kaihoi, Attorney-in-Fact

Accepted by:

By: _____

J:Riders

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332037

Bond No. 41248452

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August, 2015.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450.

PR-POA (Rev. 02-2015)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 20th day of August , 2015 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Caralee Mader

NOTARY PUBLIC

My Commission Expires 1/31/20

CARALEE MADER
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: C+R Automotive

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

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):

Thomas Schmeltzer Pres [redacted]

Michael Schmeltzer VP [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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.

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 6-17-15

Signed:

Print Name: Michael Schmeffer

Title: VP

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

Contract ID#: CQPD12000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 04 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☐		Yes ☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/14/15		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐ 7/17/2015		
	Comptroller	*NIFS Approval*	☑ 8/6/15		
8/17/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 8/17/15		

PR5254 (1/06)

Contract ID#: COPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 75.000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 75,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 75.000
2		$
3		$
4	7/13/15	$
5		$
6		$
	TOTAL	$ 75.000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 8/17/15
Date 8/7/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksv

FEDERAL TAX ID #: 201970936

Instructions: **Please check the appr** Comptroller **following roman numerals, and provide all the**

I. ☐ The contract was awarded to the **ertisement for sealed bids.** The contract was awa is published in_____ _____ [date]. The sealed bids were publicly opene ___ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **July 2, 2012** [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, **CQPD12-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 5, 2015
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: _____
Name: Michael Schmelltzer
Title: V-P
Date: 8-3-15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 3 day of June in the year 2015 before me personally came Michael Schmeltzer 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 Vice President of C&R Automotive, 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.

Debbie DeLouise
NOTARY PUBLIC

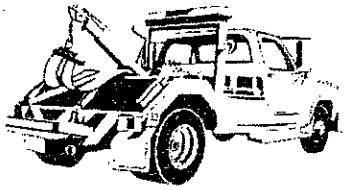
DEBBIE DeLOUISE
Notary Public, State of New York
No. 01DE5058527
Qualified in Nassau County
Commission Expires April 8, 2018

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

On the 17th day of August in the year 2015 before me personally came Charles Rizzuto 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.

Condetta A Petrucci
NOTARY PUBLIC

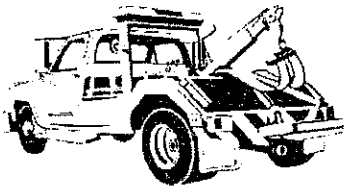
CONDETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6052621
Qualified in Nassau County
Commission Expires April 22, 2016



AAAA-1 Auto Body

Auto Body & Towing

112 Duffy Avenue Hicksville, New York 11801
Telephone: 516-931-8303 Fax# 516-433-1013



April 15, 2015

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

The following is a "Disclosure Statement" listing the name and home addresses of the officers of the company as per requested for the contract renewal:

President
Thomas Schmeltzer
[redacted]

Vice President
Michael Schmeltzer
[redacted]

Thank you,

Michael Schmeltzer

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: C+R Automotive

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

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):

Thomas Schmeltzer Pres [redacted]

Michael Schmeltzer VP [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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.

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 6-17-15

Signed:

Print Name: Michael Schmeffer

Title: VP

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

Contract ID#: CQPD12000003 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD14000010 NIFS Entry Date 8/28/14 Term: FROM: 5-1-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department	
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org	
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501	
Phone 516-573-7168	

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	☑		
	OMB	NIFS Approval (Contractor Registered)	☑ 10/1/14		Yes ☐ No ☑ Not required if blanket resolution
10/14/14	County Attorney	CA RE & Insurance Verification	☑ 10/14/14		
10/20/14	County Attorney	CA Approval as to form	☑ 10/20/14		Yes ☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/20/14	County Attorney	NIFS Approval	☑ 10/20/14		
	Comptroller	NIFS Approval	☑ 11/3/14		10/31/14
	County Executive	Notarization Filed with Clerk of the Leg	☐ 11/4/14		

PR5254 (1/06)

Contract ID#: COPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	-
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3	J. Amato 10/17/14	$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

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 11/6/14
Date 11/5/14	Date 11/13/14	(For Office Use Only)
		E #:

PR5254 (1/96)

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: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 2, 2012 [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, CQPD12-000003, was made pursuant to Sealed Bid 9899-05269-038. [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 service required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: _____ VP
Name: Michael Schaelher
Title: V-P
Date: 8-13-14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of August in the year 2014 before me personally came Michael Schmelz 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 Vice President of C & R Automotive, 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.

Mary T. Rodriguez
Notary Public, State of New York
No. 01R06180799
Qualified in Nassau County
My Commission Expires 01/14/2016

NOTARY PUBLIC

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

On the 6 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

#1

Contract ID#: CQPD120000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD130000 06 NIFS Entry Date 4/22/13 Term: FROM: 4-1-13 TO: 4-30-14

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 C & R Automotive d/b/a AAAA-1 Auto & Tow	Vendor ID# 201970936
34 Charlotte Avenue Hicksville, NY 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted]
	Phone (516) 433-1011

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB – Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/22/13 AM 9:15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑ ☐ 4/22/13		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 4/26/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☑ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/8/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/8/13		
	Comptroller	*NIFS Approval*	☑ 6/27/13	CGL	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 7/9/13		

PR5254 (1/06)

Contract ID#: COPD120000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5-	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDHU143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 7/9/13
Date 6/28/13	Date 6/27/13	E #: (For Office Use Only)

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: C&R Automotive dba AAAA-1

CONTRACTOR ADDRESS: 34 Charlotte Avenue, Hicksville, NY 11801

FEDERAL TAX ID #: 201970936

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on July 2, 2012 [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, CQPD12-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-18

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD12000003 01 between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 13 month period from April 1, 2013 through April 30, 2014; and

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

1. Term. The Original Agreement shall be extended for one year one (1) month, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

2. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LORIANN ODIERNA
Notary Public State of New York
Qualified in Nassau County
Lic.#01OD6120667
Commission Expires Dec. 27, 16

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: [signature]
Name: Thomas Schlume
Title: Pres
Date: 12-15-13

NASSAU COUNTY

By: [signature]
Name: Richard R. Walker
Title: Deputy County Executive
Date: 7/9/13

PLEASE EXECUTE IN BLUE INK

Contract ID#: COPD12-000 003

E-128-12

Department: Police

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: COPD12-000 003 NIFS Entry Date: 5-3-12 Term: from 04/01/12 to 03/31/13

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 C & R Automotive d/b/a AAAA-1 Auto and Towing	Vendor ID# 201970936-01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person T. Schmeltzer Phone 516-433-1011

County Department	
Department Contact Karen Taggert	
Address 1490 Franklin Ave Mineola, NY 11501	
Phone 516-573-7212	

Routing Slip

Date Rec'd	Department	Internal Verification		Date Approved	Signature	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☐	5-3-12		
	OMB	*NIFS Approval*	☑	5/4/12		Yes ☐ No ☑ Not required if blanket resolution
5/7/12	County Attorney	*CA RE & Insurance Verification*	☑	5/7/12		
	County Attorney	*CA Approval as to form*	☐	5/8/12		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	5/22/12		
	Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	06/06/2012		
	Comptroller	*NIFS Approval*	☒	6/6/12		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	5/22/12		

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (2) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5 -	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $2,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 2,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 2,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 2,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 2,000.00

APPROVED: 5/7/12

INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: K. Taggert, Esq.. Date: 04/6/12

CQPD12000003

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: JV	Name:	Date: 5/22/12
Date: 6/15/12	Date: 6/14/12	(For Office Use Only) E #:

E-128-12

RULES RESOLUTION NO. 149 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND C&R AUTOMOTIVE INC. DBA AAAA-1 AUTOBODY & TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-4-12
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated a personal services agreement with C&R Automotive Inc. dba AAAA-1 Autobody &Towing for towing and impound related 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 C&R Automotive Inc. dba AAAA-1 Autobody &Towing

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND C&R AUTOMOTIVE INC. DBA AAAA-1 AUTOBODY & TOWING

WHEREAS, the County of Nassau, has negotiated a personal services agreement with C&R Automotive Inc. dba AAAA-1 Autobody &Towing for towing and impound related 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 C&R Automotive Inc. dba AAAA-1 Autobody &Towing

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: C & R AUTOMOTIVE d/b/a AAA-1 AUTO & TOWING

CONTRACTOR ADDRESS: 34 Charlotte Avenue, Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

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 HIGHEST, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

5/3/12

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

C & R AUTOMOTIVE INC.

dba AAAA-1 AUTOBODY & TOWING
34 CHARLOTTE AVE.
HICKSVILLE,N.Y. 11801

Karen L.Taggart
Deputy County Attorney
Legal Bureau

DISCLOSURE STATEMENT

Thomas Schmeltzer
[redacted]
Sole Principal, Shareholder and Director of C.& R Automotive Inc.

Officers of C & R Automotive Inc.
Thomas Schmeltzer . President
[redacted]

Michael Schmeltzer . Vice President
[redacted]

PLATTE RIVER INSURANCE COMPANY

RIDER

To be attached to and form a part of Bond No. 41248452 in the amount of $208,121.00 issued by PLATTE RIVER INSURANCE COMPANY (Surety) on behalf of C & R Automotive Inc. dba AAA-1 Auto & Towing, 112 Duffy Avenue, Hicksville, NY 11801 (Principal) in favor of Nassau County, 1550 Franklin Avenue, Mineola, NY 11501, (Obligee).

Whereas Principal Name Has Been Changed :

From: C & R Automotive Inc. dba AAA-1 Auto & Towing

To: C & R Automotive Inc. dba AAAA-1 Auto & Towing

Provided, however, that the Surety's liability as pertains to the above referenced bond shall not be cumulative or in any event exceed the above amount. All terms, conditions, agreements and limitations of the underlying bond remain unchanged.

to become effective April 1, 2012

Signed, sealed and dated: March 28, 2012.

Surety: PLATTE RIVER INSURANCE COMPANY

By: Ronald Kaihoi

Ronald Kaihoi, Attorney-in-Fact

Accepted by:
Nassau County

By: _____

J:Riders

Bond No. 41248452
41248459

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $10,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of March, 2012.

SEAL

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-473-4450.

PR-POA 15-11

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA]
COUNTY OF CHIPPEWA]

On this 28th day of March , 2012 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2015

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20~~18~~ 12 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) C&R Automotive Inc. d/b/a AAAA-1 Auto & Towing., a corporation formed pursuant to the laws of the State of New York having its principal office at 34 Charlotte Avenue, Hicksville, New York 11040 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is under a direction to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles as a result of mechanical breakdowns, accidents and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles as become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use services to tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec. 103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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:

2017 T/S

1. (a) Term. This Agreement shall commence within April 1, ~~2010~~ and terminate on March 31, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement. COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone or zones numbered 2, 5., 7, 8, 9, 12 and 13 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone or zones assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If a zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day.

The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE $85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS $10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS $15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS $25.00 per day
5. BRAKE TEST $40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT $120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF $ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $15.00 per day
B. AFTER SEVEN (7) DAYS $20.00 per day
C. AFTER THIRTY (30) DAYS $25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $20.00 per day
B. AFTER SEVEN (7) DAYS $30.00 per day
C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITY TO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound.

If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to

the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted

annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5-	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

The check shall be made payable to the "Nassau County" in the amount of $17,343.41 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for

the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $17,343.41 outstanding and not paid until the fifteenth day of the month would be figured as follows: $17,343.41 x 0.20 = $3,468.68 / 365 = $9.50 x 15 = $142.55). If this Agreement commences after the first of the month, then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $208,121.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for

the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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").

(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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property..

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The

CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement

to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

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

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of

impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue

and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

16. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth

above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

C&R AUTOMOTIVE, Inc. D/B/A AAAA-1 AUTO & TOWING

By: Thomas Schmeltzer

Name: Thomas Schmeltzer

Title: President

Date: 3/28/12

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 6/27/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 28th day of March in the year ~~2010~~ 2012 before me personally came Thomas Schmetzer to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 C&L Automotive, Inc. d/b/a AAA-1 Auto + Towing 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

HOWARD D. AVRUTINE
Notary Public, State of New York
No. 02AV4811849
Qualified in Nassau County
Commission Expires November 30, 2014

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 27 day of June in the year ~~2010~~ 2012 before me personally came Richard R. Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of NASSAU ; that he or she is a Deputy COUNTY Executive of the COUNTY of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the COUNTY Government Law of Nassau COUNTY.

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage,

provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor

Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§ 200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§ 201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to

his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon

such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one

or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term

is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon

all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract,

for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the

surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social

services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
9899-05269-038

Dated: 05/14/09

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

RECEIVED 2009 OFFICE OF PURCHASING

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-2036	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

- 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 N/A 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
ZONES 1 & 4, 2 & 5, 15 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	N/A DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 20197936 201970936

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: C & R Automotive Inc. – DBA AAA-1 Auto & Towing

ADDRESS: 34 Charlotte Ave.

CITY: Hicksville STATE: NY ZIP CODE: 11801 TELEPHONE: 516.433.1011

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

PRINT OR TYPE NAME OF SIGNER AND TITLE: Thomas Schmeltzer President

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 IMPOSED 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.

DISCLOSURE STATEMENT

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

Bidders Name: C & R Automotive Inc. - DBA AAA-1 Auto & Towing

Address: 34 Charlotte Ave. Hicksville, NY 11801

Telephone No: 516.433.1011 Fax No: 516.433.1013

1. State Whether: A Corporation S-Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE Thomas Schmidt _____ President _____
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Westbury Jeep

ADDRESS: 111 Bond Street

Westbury, NY 11590

TELEPHONE: 516.333.2666 CONTACT PERSON Randy Sporrn

CONTRACT DATE: 2004

2. REFERENCE'S NAME: Grand Prix Jeep

ADDRESS: 860 S. Broadway

Hicksville, NY 11801

TELEPHONE: 516.822.6800 CONTACT PERSON Pete Donnoly

CONTRACT DATE: 2004

3. REFERENCE'S NAME: Old Brookville Police Department

ADDRESS: 5701 Nothern Blvd.

Old Brookville, NY 11545

TELEPHONE: 516.626.1300 CONTACT PERSON P.O. Dodd

CONTRACT DATE: January 18, 2008

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 Thomas Schmitt President

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

62. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE [signature] President
BIDDER TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE Thomas Schmitt — President

BIDDER — TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE [signature] President
BIDDER TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE [signature] President
BIDDER

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT. OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE [signature] President

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE President

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town Line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 32,900.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ Ø ANNUALLY

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

BIDDER SIGN HERE Thomas Schmidt President

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ 41,997.00 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ Ø ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 10,000.00 ANNUALLY

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

President

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Jarretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $ Ø ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $ Ø ANNUALLY

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

BIDDER SIGN HERE Thomas Schmidt President
BIDDER TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ Ø ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ Ø ANNUALLY

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

President

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE Thomas Schmelle President

BIDDER TITLE

DESCRIPTION OF VEHICLE
Make 2004
Year FORD
Mfr. No. 8124
25343TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 247

By ..... TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2006
Mfr. No. 2524
25355TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 242

By ..... TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2007
Mfr. No. 0559
27486TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to 4-21-09

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 243

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2007
Mfr. No. 6729
32190TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to 4-21-09

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 244

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2008
Mfr. No. 8747
32188TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 245

By Mark Bonilla
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2008
Mfr. No. 7835
32189TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 249

By Mark Bonilla
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2009
Mfr. No. 3538
32196TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 248

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make DODGE
Year 2008
Mfr. No. 0126
33834TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 246

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make DODGE
Year 2009
Mfr. No. 6049
33834TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 250

TOWN OF OYSTER BAY
Office of the Town Clerk
Audrey Avenue, Oyster Bay, NY 11771-1592
Telephone (516) 624-6322

LICENSED TOW CAR OWNER
UNRESTRICTED

32

NAME OF LICENSED OWNER		
AAA 1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
HICKSVILLE		11801
NUMBER OF VEHICLES	NUMBERS ISSUED	THIS LICENSE EXPIRES
9	59-67	6-30-09

STEVEN LABRIOLA KW

TC-LTO-4C (3/88)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR

67

UNRESTRICTED

NAME OF LICENSED OWNER AAA-1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32196TW	THIS LICENSE EXPIRES 6-30-2009
	3538	STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

63

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32188TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/59)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

65

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 33834TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/59)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 61

UNRESTRICTED

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 27486TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 62

UNRESTRICTED

NAME OF LICENSED OWNER AAA-1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32190TW	THIS LICENSE EXPIRES 6-30-09

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 59
UNRESTRICTED

NAME OF LICENSED OWNER: AAA-1 TOWING SERVICE		
STREET ADDRESS: 34 CHARLOTEE AVENUE		
POST OFFICE: HICKSVILLE		ZIP CODE: 11801
OWNER'S LICENSE NO.: 32	N.Y. STATE LICENSE NO.: 25343TW	THIS LICENSE EXPIRES: 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 60
UNRESTRICTED

NAME OF LICENSED OWNER: AAA-1 TOWING SERVICE.		
STREET ADDRESS: 34 CHARLOTTE AVENUE		
POST OFFICE: HICKSVILLE		ZIP CODE: 11801
OWNER'S LICENSE NO.: 32	N.Y. STATE LICENSE NO.: 25355TW	THIS LICENSE EXPIRES: 6-30-09

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

64

NAME OF LICENSED OWNER		
AAA -1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
HICKSVILLE		11801
OWNER'S LICENSE NO.	N.Y. STATE LICENSE NO.	THIS LICENSE EXPIRES
32	32182TW	6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

66

NAME OF LICENSED OWNER		
AAA-1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
~~LACKSWANNA~~ HICKSVILLE		11801
OWNER'S LICENSE NO.	N.Y. STATE LICENSE NO.	THIS LICENSE EXPIRES
32	32182TW	6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

Keep this document to show to the police and courts.

EX221008

06/30/09

>DEMA< HD

[redacted]

2004 FORD NEW

6 09

NEW YORK STATE REGISTRATION DOCUMENT

NEW

2004 FORD NONTRANSFERABLE

NEW BY: [redacted] 22 2008

Plate: 06/30/09

CAR AUTOMOTIVE INC DEMA

4 CHARLOTTE AVE 153175

HICKSVILLE NY 11801

EX221008 VOID IF ALTERED, COPIES OR LADDERS

STOP

STOP

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EY266542

04/30/10

>DEMA< HD

[redacted]

2006 FORD TOW

[redacted]

4 10

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

[redacted] NONTRANSFERABLE

TOW BK: 1FDAF56P46EA02524

0-5000 D 8 EY266542 MAR 09 2009

JLN HCK415

Expire 04/30/10

[redacted] >DEMA<

24 CHARLOTTE AVE 112.25

HICKSVILLE NY 11801

ANNUAL CHG

EY266542 VOID IF ALTERED EXCEPT FOR ADDRESS 112.25

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EW225412

10/31/09

>DEMA< HD

10 [redacted] 09

2007 FORD FOR

32190TW TOW 0

STOP

STOP

Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

TOW

32190TW

2007 FORD NONTRANSFERABLE

[redacted]

AUTOMOTIVE

CHARLOTTE AVE

MIDDLE

EW225412

EX221009

10/31/10

10 [redacted] 10

2007 FORD TOW

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted] NONTRANSFERABLE

[redacted] 2008

[redacted] ZAH TCK409

10/31/10

C&K AUTOMOTIVE INC DEMA

34 CHARLOTTE AVE 10.6.25

HICKSVILLE NY 11801

EX221009 VOID IF ALTERED EXCEPT FOR ADDRESS 29.2.50

Tow

EX221114

11/30/09

>DEMA< HD

11 [redacted] 09

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

NOV 04 2008

Expir 11/30/09

>DEMA<

115.25

ANNUAL CHG

ANTEAD (INCL ADD CHG)

3.00

EX221114 VOID IF ALTERED OR USED FOR ADDRESS

$500

Tax

EW225758

10/31/09

>DEMA< HD [redacted]

2008 FORD TOW

2188TW TOW 5

10 09

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

EW225758 OCT 22 2008

10/31/09

>DEMA<

CAR AUTOMOTIVE INC

21 CHARLOTTE AVE

HICKSVILLE NY 11801

EW225758 VOID IF ALTERED, EXCEPT FOR ADDRESS

Ford

Tow

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

EY260279

02/28/10

[redacted] HD

[redacted]

2008 FORD TOW

[redacted] TOW

2 10

MV-630TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW BK [redacted]

[redacted] D 6 [redacted] 9 FEB 23 2009

W/Seats Fuel/Cyl ALF HCK406

Expires 02/28/10

C&R AUTOMOTIVE INC >DEMA<

112 DUFFY AVE 153.75

HICKSVILLE NY 11801

ANNUAL CHG

AMT PAID (INCL AND EITC)

EY260279 VOID IF ALTERED EXCEPT FOR ADDRESS 7810.71

ST-176(MV) NEW YORK STATE

RECEIPT FOR PAYMENT OF SALES TAX

JURIS 2811 RATE 8.625% 7549.46

9022300406 [redacted] ALF

[redacted]

C&R AUTOMOTIVE INC

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EX227542

12/31/09

>DEMA< HD

12 [redacted] 09

2009 FORD TOW

32196TW TOW 2

Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

TOW

32196TW

2009 FORD NONTRANSFERABLE

[redacted] 10-2009

MH8HC409

12/31/09

CWR AUTOMOTIVE INC >DEMA<

24 CHARLOTTE AVE

CHESWILD NY 10901

EX227542

674

6396

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EY264212

03/31/10

>DEMA< HD

[redacted]

2009 DODG TOW

33834TW TOW 2

3 10

Keep this document to show to the police and courts.

MV-82T8 (5/07) NEW YORK STATE REGISTRATION DOCUMENT - NAM

TOW

[redacted]

2009 DODG NONTRANSFERABLE

TOW BK B[redacted]

019500 D 6 [redacted]

Wt/Seats Fuel/Cyl [redacted]

Expires 03/31/10

C&R AUTOMOTIVE INC >DEMA<

111 DUFFY AVE 115 55

HICKSVILLE NY 11801

ANNUAL CHG

EY264212 VOID IF ALTERED SEE FOR ADDRESS 332 25

TOWN OF HEMPSTEAD
2008/2009
TOW CAR DRIVER
LICENSE NO. 225

ISSUED TO: MICHAEL SCHMELTZER
OF 36 CHARLES ST. · HICKSVILLE, N.Y.

EXPIRES JUNE 30, 2009

NOT TRANSFERABL

MICHAEL SCHMELTZER

TOWN OF OYSTER BAY
1653
NEW YORK

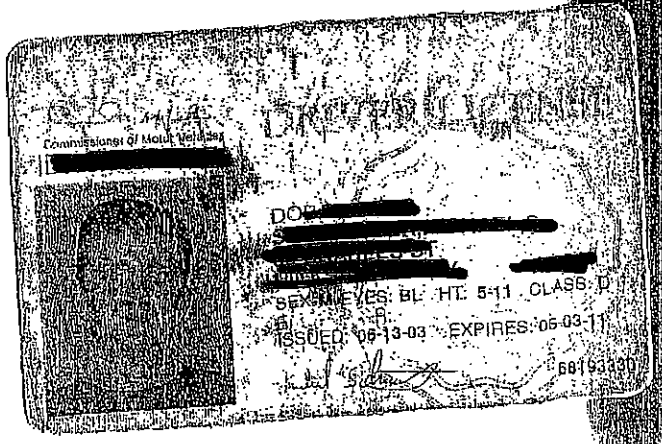
TOWN
OF
OYSTER BAY

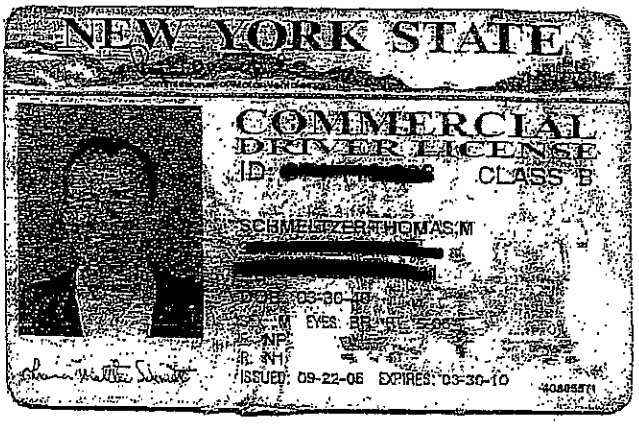
No. 8

Tow Car Driver
2008

Steven L. Labriola
Town Clerk

Expires:06/30/2009




NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
ID:
CLASS B
SCHMELTZER,THOMAS,M
DOB: 03-30-49
EYES:
NP
ISSUED: 09-22-06 EXPIRES: 03-30-10

THOMAS SCHMELTZER

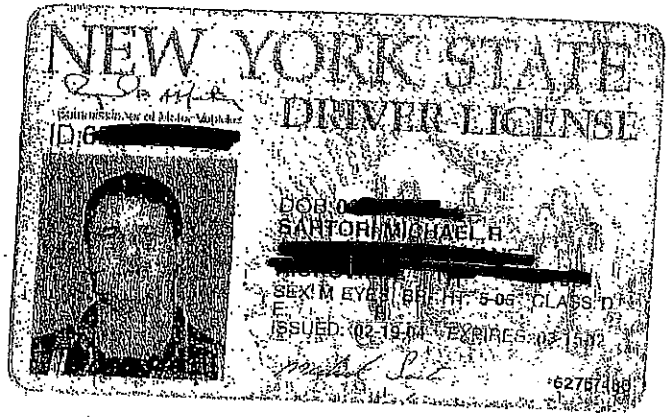
No. 60

TOWN
OF
OYSTER BAY

Tow Car Driver
2009

Steven L. Labriola
Town Clerk

Expires: [redacted]2009


NEW YORK STATE
DRIVER LICENSE
ID:6
DOB:0
SANTORI MICHAEL H
SEX:M EYES:BR HT:5-06 CLASS:D
ISSUED:02-19-
EXPIRES:03-15-
*6276748

MICHAEL SARTORI

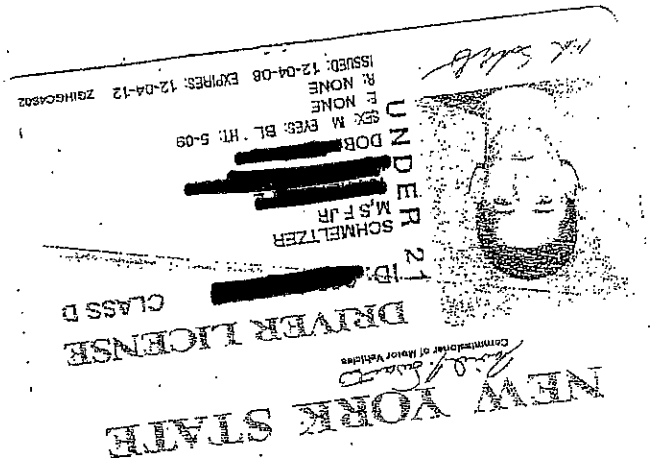
No. 59

TOWN
OF
OYSTER BAY

Tow Car Driver
2009

Steven L. Labriola
Town Clerk

Expires:06/30/2009



MICHAEL SCHMELTZER JR.

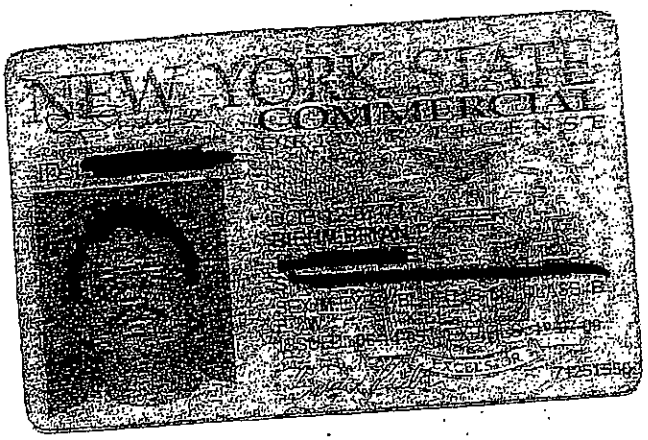
TOWN
OF
OYSTER BAY

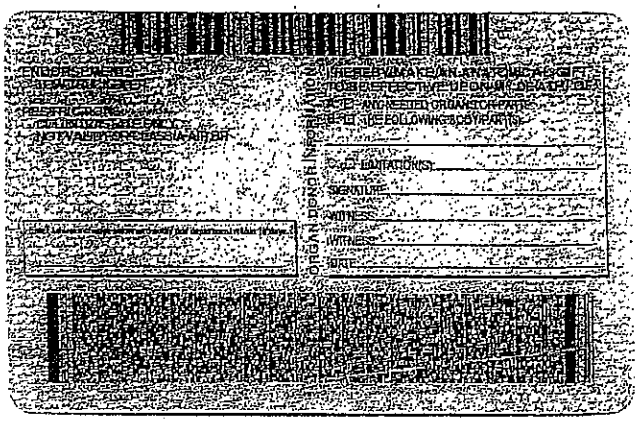
No. 57

Tow Car Driver
2008

Steven L. Labriola
Town Clerk

Expires: 06/30/2009


NEW YORK STATE
COMMERCIAL



AAA-1 TOWING

34 Charlotte Avenue
HICKSVILLE, NY 11801
TOWING (516) 433-1011 BODY SHOP (516) 931-8303

DATE	TIME	A.M. P.M.	REQUESTED BY
LOCATION OF VEHICLE			
NAME			PHONE
ADDRESS			ZIP

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

YEAR	MAKE / MODEL / COLOR	DRIVER
STATE	LIC. NO.	VEHICLE I.D. NO.

- ☐ SLING/HOIST TOW
- ☐ WHEEL LIFT
- ☐ FLAT BED/PICK UP
- ☐ START
- ☐ LOCK OUT
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ WRECK
- ☐ RECOVERY
- ☐ _____

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY
- ☐ _____

VEHICLE TOWED TO

REMARKS

I HAVE BEEN ADVISED THAT MY VEHICLE MAY BE DAMAGED IF WINCHED, TOWED, UNLOCKED OR LEFT ON UNATTENDED PREMISES. I AGREE NOT TO HOLD THE TOWING SERVICE RESPONSIBLE FOR SUCH DAMAGE SHOULD IT RESULT.

MILEAGE CHARGE	
TOWING CHARGE	
LABOR CHARGE	
STORAGE CHARGE	
YARD CHARGE	
TAX	
TOTAL	

OPERATOR'S SIGNATURE

AUTHORIZED SIGNATURE

Road Service

1002

PRODUCT 613 F

AAA-1 TOWING

34 CHARLOTTE AVE.
HICKSVILLE, NY 11801
(516) 433-1011

1025

VEHICLE OWNER DATE: _____

NAME: _____

ADDRESS: _____

VEHICLE:

LICENSE PLATE #: _____ STATE: _____

YEAR _____ MAKE _____ MODEL _____

TOWED:

FROM: _____ MILEAGE _____

TO: _____ MILEAGE _____

TOWN OF HEMPSTEAD RATES

*ALL CHARGES MUST BE ITEMIZED *

SLING	$60-00	FOR 1ST MILE OR PART THEREOF	_____
MILEAGE	$ 5.00	FOR EACH ADDITIONAL MILE OR PART	_____
FLATBED	$15.00	ADDITIONAL WHEN REQUESTED OR REQUIRED	_____
WHEEL LIFT	$15.00	ADDITIONAL	_____
DOLLIES	$ 5.00	ADDITIONAL	_____
STORAGE	$10.00	FOR THE FIRST 3 DAYS, $15.00 FOR THE NEXT 30 DAYS, $20.00 A. DAY THEREAFTER	_____
LABOR	$35.00	PER EACH 1/2 HOUR FOR SPECIAL SKILLS	_____
CLEANUP	$35.00	PER ACCIDENT	_____
	$10.00	OIL ABSORBENT MATERIAL	_____

SUB TOTAL _____

TAX _____

TOTAL _____

TOW CAR DRIVER

NAME: _____ TOH LIC.# _____

TOW CAR

NY LIC. PLATE # _____ MEDALLION # _____

I AUTHORIZE THE TOWING OF THE ABOVE VEHICLE;

X _____

SIGNATURE OF OWNER OR PERSON IN CHARGE OF VEHICLE

* MUST BE SIGNED BEFORE VEHICLE IS TOWED *

ADDITIONAL CHARGES FOR INSIDE STORAGE REQUIRE VEHICLE OWNER'S SIGNED AGREEMENT

The Lease Summary set forth below (the "Lease Summary") forms an integral part of this Lease, and all terms and other provisions of the Lease Summary have the respective meanings or amounts as stated and are hereby incorporated by reference into the Lease, except and to the extent more specifically set forth in the text of the Lease and its Exhibits, Schedules and Supplements.

A. Date of Lease Execution: October 31, 2008

B. "Landlord": CHARLOTTE PROPERTIES LLC

C. "Landlord's Address": 111 Bond Street
Westbury, New York 11550 Attention: Randy Sporn

D. "Tenant": C & R AUTOMOTIVE, INC.

d/b/a AAA-1 AUTO & TOWING

E. "Tenant's Address": [redacted]

F. "Building": 32-34 Charlotte Avenue
Hicksville, New York 11801

G. "Premises" 32-34 Charlotte Avenue Hicksville, New York 11801

H. "Tenant's Proportionate Share" of Real Estate Taxes over Base Year: 95%

I. "Tenant's Utility Proportionate Share": 100%

J. "Intended Use" of Premises (Article 3): Sale of used motor vehicles, repossession of motor vehicles, automobile cleaning and detailing, minor auto repair shop operation of towing company, automobile storage. Excluded is any and all body and fender work

K. Term of Lease (Section 1.3): 10 Years

"Commencement Date": November 1, 2008
"Rent Commencement Date": November 1, 2008
"Expiration Date": October 31, 2018

L. "Base Rent" (Section 2.1):

Rental Period	Monthly Base Rent (excluding Additional Rent)

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: 10-15-15

1) Bidder's/Proposer's Legal Name: CtR Automotive Inc DBA AAAA-1 Auto + towing

2) Address of Place of Business: 34 Charlotte Ave Hicksville NY 11801

List all other business addresses used within last five years:
112 Duffy Ave Hicksville

3) Mailing Address (if different): _____

Phone: (516) 433-1011

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 201970936

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 ___ 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 ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(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 Grand Prix Subaru

Contact Person Dan Ross

Address 500 S Broad Way

City/State Hicksville NY 11801

Telephone (516) 822-6800

Fax # (516) 932 3375

E-Mail Address D Ross @ Grand Prix Subaru . com

Company Levittown Ford

Contact Person Manny Saliano

Address 980 S Broadway

City/State Hicksville NY 11801

Telephone (516) 719 4001

Fax # (516) 719-4026

E-Mail Address M Saliano@levittownford.com

Company West Bury Jeep

Contact Person Randy Sporn

Address 111 Bond Street

City/State Westbury NY 11590

Telephone (516) 333-2666

Fax # (516) 622-3099

E-Mail Address R Sporn @ westbury Jeep.com

Attachment to Business History Form:

October 19, 2015

President: Thomas Schmeltzer[redacted]

State of Incorporation: New York December 2004

The number of employees in the firm: 10 Employees

Annual Revenue of firm: $2,73,464.00 from the 2014 Form 1120S Line 1a Gross receipts or sales.

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, Thomas Schmeltzer, 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 19 day of October 2015

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6257523
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

Name of submitting business: C&R Automotive Inc DBA AAAA Auto + Towing

By: Thomas Schmeltzer
Print name

Thomas Schmeltzer
Signature

Pres
Title

10 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas M Schnelzer
   Date of birth [redacted]
   Home address 36 Charles Street
   City/state/zip Hicksville NY 11801
   Business address 34 Charlotte Ave
   City/state/zip Hicksville NY 11801
   Telephone (516) 433-1011
   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 12/30/04 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 ___ 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 6? 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 ____ 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, Thomas Schmelter, 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 19 day of October 2015

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6287623
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

C&R Automotive Inc DBA AAAA-1 Auto & towing
Name of submitting business

Thomas Schmelter
Print name

Signature

Pres.
Title

10 / 19 / 15
Date

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: C & R Automotive d/b/a AAAA-1 Auto and Tow

2. Dollar amount requiring NIFA approval: $ 50,000

Amount to be encumbered: $ 50,000

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 4-1-2012 TO 3-31-13

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Contract has been extended - request made to January 15, 2016

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:

The County is required to pay for towing and storage when a vehicle is held for evidence. This contract is for an existing contract and is for ongoing 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.

Administrative Assistant — October 13, 2015

Signature — Title — Date

Gail McGrath-Gough

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.

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD10000003 Department: POLICE R22

E-22-16

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 17 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 Grand Auto body Inc.	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Ariel Hogan EMAIL: A1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 9/29/15		Yes ☒ No ☑ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/6/15	County Attorney	*CA Approval as to form*	☑ 10/6		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:

PR5254 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 10 – $19,913.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	**1143**
Object: DE	**500**
Transaction:	**107**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$15,000**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 15,000
2		$
3		$
4	J. Amato 10/1/15	$
5		$
6		$
	TOTAL	**$ 15,000**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date** 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

E-22-16

RULES RESOLUTION NO. 22 – 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 POLICE DEPARTMENT AND AI GRAND AUTO BODY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with A1 Grand Auto Body, Inc. for towing and impound related 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 amendment to an agreement with A1 Grand Auto Body, 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: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000003,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Anei Hogan
Title: President
Date: 8/28/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of August in the year 2015 before me personally came Ariel A Hogan 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 A1 Grand Auto Body Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

ERIC SEAN EISENSTADT
Notary Public - State of New York
NO. 01EI6293040
Qualified in Nassau County
My Commission Expires Nov 18, 2017

NOTARY PUBLIC

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nassau County **Police Department**

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

April 30, 2015

A-1 Grand Auto Body, Inc.
105 Herricks Road
Garden City Park, New York 11040
Attention: Richard Holecek

Re: County of Nassau and A–1 Grand Auto Body, Inc.

Dear Mr. Holecek:

I have enclosed the Amendment between the County of Nassau and A–1 Grand Auto Body, Inc. for towing services and storage facilities for the period of ***May 1, 2015 through August 31, 2015***. After reviewing this Amendment, please sign it (in BLUE INK) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3. After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **May 15, 2015** along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $19,913.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to August 31, 2015;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

CC: GS, GMCG

Copy

THE HARTFORD

Verification Certificate

This is to certify that Bond No. 01BSBDX4685 issued by the member company of The Hartford subscribing this certificate, dated April 30, 2015

in the amount of Twenty Thousand Two Hundred Seventy-Eight

Dollars $20,278.00

on behalf of A-1 Grand Auto Body Inc., as Principal,

and in favor of County of Nassau, Nassau County Police Department, as Obligee,

covers an indefinite term which began on April 30, 2015, and ends with the cancellation of said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: April 30, 2015 - April 30, 2016

Signed, Sealed, and Dated April 1, 2015

Attest or Witness

Surety

Hartford Fire Insurance Company

By _____ (Seal)

Jessica Ciccone, Attorney in fact

Original with Seal was handed in with first extension

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to be known, who, being by me duly sworn, did depose and

say; that he/she resides at..... ....., that he/she is the .....

President of .....the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to me know to be (the individual) (one of the firm

of.....), described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF
COUNTY OF } ss

On this April 1, 2015..... before me personally came Jessica Ciccone.....

to me known, who, being by me duly sworn, did depose and say; that he/she resides in

....., that he/she is the Attorney-in-Fact of the Hartford Fire Insurance Company..... ..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Hartford Fire Insurance Company. .... his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such surety, and such certificate has not been revoked.

SANDI SMITH
MY COMMISSION #FF016562
EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

.....
Notary Public

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2014

Statutory Basis

ASSETS

U.S. Government Bonds	$	442,549,395
Bonds of Other Governments		199,010,168
State, County Municipal Miscellaneous Bonds		12,750,425,415
Stocks		5,592,410,175
Short Term Investments		326,185,714
	$	**19,310,580,867**
Real Estate	$	229,110,237
Cash		44,298,873
Agents' Balances (Under 90 Day)		2,328,849,107
Other Invested Assets		526,090,666
Miscellaneous		3,081,223,174
Total Admitted Assets	$	**25,520,152,924**

LIABILITIES

Reserve for Claims and Claim Expense			$ 7,476,157,229
Reserve for Unearned Premiums			2,035,534,751
Reserve for Taxes, License and Fees			60,399,443
Miscellaneous Liabilities			2,150,615,120
Total Liabilities			$ **11,722,706,543**
Capital Paid In	$	55,320,000	
Surplus		13,742,126,381	
Surplus as regards Policyholders			$ **13,797,446,381**
Total Liabilities, Capital and Surplus			$ **25,520,152,924**

STATE OF CONNECTICUT
COUNTY OF HARTFORD } SS.
CITY OF HARTFORD

M. Ross Fisher, Vice President, and John Gray, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2014.

Subscribed and sworn to before me
this 17th day of March 2015.

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2015

M. Ross Fisher, Vice President

John Gray, Assistant Secretary

Form CS-19-37 HF printed in U.S.A.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
email: **bond.claims@thehartford.com**
call: **888-266-3488** | *fax:* **860-757-5835**
Agency Code: 01-110786

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Jessica Ciccone
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 01BSBDX4685
Naming A-1 Grand Auto Body Inc. as Principal,
and County of Nassau, Nassau County Police Department as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2009, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012 before me personally came M. Ross Fisher to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April [illegible] 2015.
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

A1GRAND OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2015

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
The Winfield Group, Inc.
3 Corporate Drive Ste 200
Clifton Park, NY 12065
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 518-371-0075 FAX (A/C, No): 518-371-0675
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grand Auto Body Inc
105 Herricks Road
Garden City Park, NY 11040

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	10/24/2015	10/24/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liability			[redacted]	10/24/2015	10/24/2016	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			[redacted]	10/24/2015	10/24/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2015	10/24/2016	AGGREGATE	$ 2,000,000
	DED / X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2015	10/24/2016	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2017	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear withinc overage forms provided by the above policies, per written contract or agreement. Covered Vehicles: 2008 Ford Truck [redacted] 2008 Ford Truck [redacted] 1995 Intl Tow [redacted], and 2015 Ford Tow # [redacted] 30 Day notice Of Cancellation applies.

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 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
John R. Tomassi

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113542226
A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK NY 11040

POLICYHOLDER	CERTIFICATE HOLDER
A1 GRAND AUTO BODY INC 105 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	10/15/2015 TO 10/15/2016	8/28/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 964364804

U-26.3

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516)294-4200 Phone (516) 294-5742 Fax
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan
[redacted]

X _____

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: A 1 Grand Auto Body Inc.

Address: 105 Herricks Road

City, State and Zip Code: Garden City Park, New York 11040

2. Entity's Vendor Identification Number: 11-3542226

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S CORP. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ariel Hogan [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Ariel Hogan [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.

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 7/10/15

Signed:

Print Name: Ariel Hogan

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.

McGrath-Gough, Gail

From: Ariel <ahogan2239@aim.com>
Sent: Thursday, September 03, 2015 1:09 PM
To: McGrath-Gough, Gail
Subject: Fwd: A-1 Grand Auto Body Inc - Certificates
Attachments: A-1 Grand Auto Body - Cert.pdf; ATT00001.htm; Grand Auto Body Cert.pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

> **From:** Pati St.Clair <pstclair@winfieldgroup.com>
> **Date:** September 2, 2015 at 3:15:20 PM EDT
> **To:** "[redacted]
> **Subject: A-1 Grand Auto Body Inc - Certificates**
>
> Hi Ariel,
>
> Attached are the certificates of insurance for Nassau County Policy Dept. Please let me know if you need anything further. I followed the same format as last year, so I hope everything is the same.
> I do apologize for the delay. As previously stated, I had to wait for confirmation from the underwriter.
> Thank you,

Pati St. Clair
Account Executive

The Winfield Group
3 Corporate Drive, #200
Clifton Park, NY 12065
pstclair@winfieldgroup.com
phone 518-371-0075
direct 518-344-1522
fax 518-371-0675

Please Note: this email will not be effective to bind or amend coverage or report a claim until such time as you receive confirmation from the agency that your request has been processed.

CONFIDENTIAL NOTICE: The information in this email and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this e-mail in error, please immediately notify the sender and delete it from your system.

A1GRAND OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2015

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
The Winfield Group, Inc.
3 Corporate Drive Ste 200
Clifton Park, NY 12065
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 518-371-0075 FAX (A/C, No): 518-371-0675
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A-1 Grand Auto Body Inc
105 Herricks Road
Garden City Park, NY 11040

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	10/24/2015	10/24/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liability			[redacted]	10/24/2015	10/24/2016	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	ANY AUTO			[redacted]	10/24/2015	10/24/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
A	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2015	10/24/2016	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2015	10/24/2016	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2017	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear withinc overage forms provided by the above policies, per written contract or agreement. Covered Vehicles: 2008 Ford Truck #[redacted] 2008 Ford Truck #[redacted], 1995 Intl Tow [redacted] and 2015 Ford Tow [redacted] 30 Day notice Of Cancellation applies.

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 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
John R. Tomassi

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

A1GRAND OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2015

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
The Winfield Group-Long Island
400 Townline Road, Suite 155
Hauppauge, NY 11788
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 631-585-0363 FAX (A/C, No):
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grand Auto Body Inc
105 Herricks Rd
New Hyde Park, NY 11040

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR	X		[redacted]	10/24/2014	10/24/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liab			[redacted]	10/24/2014	10/24/2015	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			[redacted]	10/24/2014	10/24/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2014	10/24/2015	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2014	10/24/2015	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2015	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement.
Covered vehicles: 2008 Ford Truck [redacted]
2008 Ford Truck [redacted]

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 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
John R. Tornacci

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2015 Ford Truck #[redacted]

30 Day Notice of Cancellation Applies

Contract ID#: CQPD10000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 02 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment ☐ #3	
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 A-1 Grand Auto body Inc.	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Richard Holecek EMAIL: a1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☒		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑		Yes ☐ No ☑ Not required if blanket resolution
7/13/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑		Yes ☐ No ☑
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 10 – $19,913.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$15,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 15,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 15,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	

E #:

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: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 8, 2015
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers. Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 8/17/17

PLEASE EXECUTE IN BLUE INK

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 the _____ of _____, the corporation described herein and which executed the above instrument: and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 20__

_____
NOTARY PUBLIC

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

On the 17 day of August in the year 2015 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.

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6299229
Qualified in Nassau County
Commission Expires April 26, 20__

_____
NOTARY PUBLIC

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516)294-4200 Phone (516) 294-5742 Fax
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan
106 Norman street
New Hyde Park NY 11040

X _____

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: A 1 Grand Auto Body Inc.

Address: 105 Herricks Road

City, State and Zip Code: Garden City Park, New York 11040

2. Entity's Vendor Identification Number: 11-3542226

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S CORP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ariel Hogan [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Ariel Hogan [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.

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):

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 7/10/15

Signed:

Print Name: Ariel Hogan

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.

Contract ID#: CQPD10000003 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 9 NIFS Entry Date 9/28/14 Term: **FROM**: 5-1-14 **TO**: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 Grand Auto body Inc.	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Richard Holecek EMAIL: a1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☑ ☑		
	OMB	NIFS Approval (Contractor Registered)	☑ 10/1/14		Yes☐ No☑ Not required if blanket resolution
10/9/14	County Attorney	CA RE & Insurance Verification	☑ 10/9/14		
10/17/14	County Attorney	CA Approval as to form	☑ 10/17/14		Yes☐ No☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/9/14	County Attorney	NIFS Approval	☑ 10/9/14		
	Comptroller	NIFS Approval	☑		10/31/14
	[illegible]	[illegible]	☐		

Contract ID#: COPD1000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 10 – $19,913.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL
% Increase
% Decrease

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

NFS Certification	Comptroller Certification	County Executive Approval
Certifies that this document was accepted into NFS	Certifies that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 11/6/14
Date 11/5/14	Date 11/3/14	E #:

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: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000003, was made pursuant to Sealed Bid 9899-05269-038. [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 state contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the service required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/20/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Ariel Hogan
Title: President
Date: 4-8-14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

Corporation/Trade Name Disclosure Statement

Name of Corporation/Trade Name A 1 - Grand Auto Body Inc

Address of Corporation/Trade Name 105 Herricks Rd
Garden City Park NY 11040

Number of Shares In Corporation:

Name	Shareholders Address	Number of Shares
Ariel Hogan	[redacted]	100%

Does Any Person Not Listed Above Have Any Financial Interest Directly or Indirectly In This Corporation :

YES _____
NO _____

If Yes, Explain Their Connection With This Business

_____

_____

This Affidavit Must Be Completed

I Solemnly Swear To The Truth Of
The Above Statements

Signature of Applicant

President

Title

Sworn To Before Me This _____
Day Of _____ 20 _____

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI6913534
Qualified in Nassau County
My Commission Expires February 03, 20[illegible]

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the 6 day of November in the year 2014 before me personally came Richard R. Walker 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 _____ 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6255028
Qualified in Nassau County
Commission Expires April 02, 20 16

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

On the 8 day of April in the year 2014 before me personally came Ariel Hogan 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 A2-Grand Auto Body Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4913646
Qualified In Nassau County
My Commission Expires February 08, 2018

NOTARY PUBLIC

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

On the 8 day of April in the year 2014 before me personally came Ariel Hogan 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.

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4913646
Qualified In Nassau County
My Commission Expires February 08, 2018

NOTARY PUBLIC

Contract ID#: CQPD10000003 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300000 4 NIFS Entry Date 4/22/13 Term: FROM: 3-1-13 TO: 4-30-14

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 A-1 GRAND AUTO BODY, INC.	Vendor ID# 113542226
105 HERRICKS ROAD GARDEN CITY PARK, NY 11040	Contact Person ARIEL HOGAN EMAIL: A1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☐ 4/22/13		
	OMB	NIFS Approval (Contractor Registered)	☑		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	☑		
	County Attorney	CA Approval as to form	☑ 5/6/13		Yes ☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
	County Attorney	NIFS Approval	☒ 5/8/13		
	Comptroller	NIFS Approval	☑ 5/9/13	CGL 5/9/13	
	County Executive	Notarization Filed with Clerk of the Leg	☐ 6/5/13		

PR3354 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 10– $19,913.00 per annum
Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction.	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	4/30/13	$
5		$
6		$
	TOTAL	$ .01

Document Prepared By: Gail McGrath-Gough Administrative Assistant 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 6/5/13
Date 5/30/2013	Date 5/29/13	For Office Use Only E #:

PR1253# (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road, Garden City Park, NY 11040

FEDERAL TAX ID #: 113542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-15

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000003 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 14 month period from March 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year and two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Ariel Hogan
Title: President
Date: 2/27/13

NASSAU COUNTY

By: _____
Name: Richard R Walker
Title: Deputy County Executive
Date: 6/5/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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 A-1 Grand Auto Body Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Palma J. DiMarco

NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/10/2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 5 day of June 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 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.

Concetta A. Petrucci

NOTARY PUBLIC

Contract ID#: CRPD10-000003

Department: Police

E-77-10

SERVICE: County Impound and Towing

Contract Details

NIFS ID #: COPD10000003 NIFS Entry Date: 4/15/10 Term: from 3/01/10 to 2/28/13

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 A-1 GRAND AUTO BODY, INC	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Richard Holecek
	Phone 516-294-4200

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

Routing Slip

DATE Recd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) 4-15-10 ☒ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	5/11/10		Yes ☐ No ☑ Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification ☑	5/13/10		
	County Attorney	CA Approval as to form ☐	5-24		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10		
	Rules ☐ / Leg. ☐	- ☐			
	County Attorney	NIFS Approval ☒	7/7/10		
	Comptroller	NIFS Approval ☑	8/31/10		
	County Executive	Notarization Filed with Clerk of the Leg. ☐ ☐	6/22/10		

PR5254 (3/04)

Contract ID#: CQPD10-000003 Department: Police

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 10 - $19,913.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 5/13/10
INSURANCE SECTION

Document Prepared By: Kim Kramer and Jane Svenelid. Date: 04/15/10

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 P. Frosch	Name	Date 6/22/10
Date 9-1-10	Date 8/3/10	(For Office Use Only) E #:

PP5254 (8/04)

E-77-10

RULES RESOLUTION NO. 103-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with A1 Grand Auto Body, Inc., for towing and impound related 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 A1 Grand Auto Body, Inc.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with A1 Grand Auto Body, Inc., for towing and impound related 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 A1 Grand Auto Body, Inc.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

04/15/2010
10:58 AM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD10000003	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: [redacted]	APPROVAL TYPE	: 01
VENDOR NAME	: A-1 GRAND AUTO BODY		
VENDOR ADDRESS	: 105 HERRICKS ROAD		
	GARDEN CITY PARK	NY 11040	
COUNTRY	: USA		
ALPHA VENDOR	: A-1 GRAND AUTO BODY		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4-16-10

DOCUMENT : CQPD10000003 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

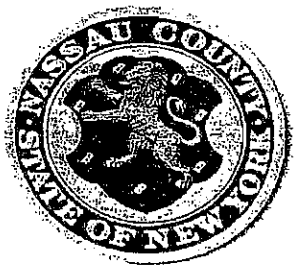
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

ATTACHED TO : DOCUMENT NUMBER : CQPD10000003
PAGE : 01 OF 01

A-1 GRAND AUTO BODY
TOWING AND STORAGE CONTRACT
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

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: A-1 GRAND AUTO BODY, INC

CONTRACTOR ADDRESS: 105 Herricks Road; Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

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 HIGHEST, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (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.

Lawrence W Smith

Department Head Signature

4/20/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

A1 Grand Auto Body Inc.

105 Herricks Road
Garden City Park, N.Y. 11040
(516) 294-4200 Fax (516) 294-5742
DMV # 7087762

To: Nassau County Police Department
1490 Franklin Ave.
Mineola, New York 11501

Disclosure Statement:
Richard Holecek
105 Herricks Road
Garden City Park, NY 11040
516-294-4200 wk
516-233-9419 cell

Registered previously and presently with
"eServices for Business" at
www.nassaucountyny.gov

A1 GRAND AUTO BODY, INC.

Nassau County

04/14/10

8086

160.00

Signature 15008066 Towing services and storage facilities contr

160.00

A1 GRAND AUTO BODY, INC.

Nassau County

04/14/10

8086

160.00

Signature 15008066 Towing services and storage facilities contr

160.00

PRODUCT DL1103 USE WITH 91863 ENVELOPE

PRINTED IN USA A

CONTRACT FOR SERVICES

This Agreement dated as of the _____ day of _____, 2010 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) A-1 GRAND AUTO BODY, INC., a corporation formed pursuant to the laws of the State of New York having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on March 1, 2010 and terminate on February 28, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone numbered 10 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor

is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to

periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAY	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT $120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF $15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day
C. AFTER THIRTY (30) DAYS	$25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONALCHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for

purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle)

access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 10 - $ 19,913.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $1,659.42 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late

payment penalty for a monthly payment amount of $1,659.42 outstanding and not paid until the fifteenth day of the month would be figured as follows: $1,659.42 x 0.20 = $331.88 / 365 = $.91 x 15 = $13.63). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $19,913.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION

and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR S ability to perform its obligations and not to a judgment as to convenience or the

desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures.

CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the

Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

A-1 GRAND AUTO BODY, INC.

By: Richard Holecek

Name: Richard Holecek

Title: President

Date: 4/19/10

NASSAU COUNTY

By: Edward P. Mangano

Name: Edward P. Mangano

Title: ~~Deputy~~ County Executive

Date: 9/1/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19th day of April in the year 2010 before me personally came RICHARD HOLCOMBE to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 K-1 GRAND NASSAU, 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

KIM L KRAMER LEVITON
Notary Public, State of New York
No. 02LE5049632
Qualified in Nassau County
Commission Expires 09/13/2013

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of September in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19th day of April in the year 2010 before me personally came RICHARD HOLOCEK to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 A-1 GRAND NASSAU, 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

Kim Leviton Kramer

KIM I. KRAMER LEVITON
Notary Public, State of New York
No. 02LE5049632
Qualified in Nassau County
Commission Expires 09/18/2013

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of September in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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

Dorsey A. Mangano

DOREEN B. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170632
EXPIRES 03/20/11

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to

subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7–209 of the uniform commercial code, the lien of a carrier pursuant to section 7–307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a

value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice

shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one

or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published.in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the

description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the

commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to

vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and

seven. If the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor

vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3936	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

HE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR IDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL NOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN INETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER UOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

HE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED VITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-ION FOR BIDS; AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST NOWLEDGE 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:
ZONES 1 & 4, 2 & 5, 3 THRU 20
NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU
1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501
ATT: KIM KRAMER @ (516) 573-7210

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11354 2226

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

NAME OF BIDDER A1 Grand Auto Body, INC.
ADDRESS 105 Herricks Road
CITY Garden City Park STATE N.Y. ZIP CODE 11040 TELEPHONE 516-294-4200
Richard Holecek President — Richard Holecek Pres.
SIGNATURE OF AUTHORIZED INDIVIDUAL — PRINT OR TYPE NAME OF SIGNER AND TITLE

N 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.

DISCLOSURE STATEMENT

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

Bidders Name: A1 Grand Auto Body, Inc. (Richard Holecek, Pres.)

Address: 105 Herricks Road, Garden City Pk, New York 11040

Telephone No: 516 - 294 - 4200 Fax No: 516 - 294 - 5742

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.)

.) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

:) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

:) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

:) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

:) Partnership. The Names and Home Address of all General and Limited Partners.

:) Limited Liability Company. The Names and Home Addresses of all Members.

:) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE Richard Holecek President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: Garden City Police Dept.
ADDRESS: 347 Stewart Ave.
Garden City NY 11530
TELEPHONE: 516-742-9600 CONTACT PERSON Commissioner Ernest Cipulla
CONTRACT DATE: 2000

2. REFERENCE'S NAME: Nassau County Police 3rd PCT.
ADDRESS: 214 Hillside Ave.
Williston Park N.Y. 11596
TELEPHONE: CONTACT PERSON Eileen Lyons/Impounds
CONTRACT DATE: 2005/2006

3. REFERENCE'S NAME: Nassau County 5th PCT
ADDRESS: 1655 Dutch Broadway
Elmont N.Y. 11003
TELEPHONE: CONTACT PERSON Penny Kirland / IMPOUNDS
CONTRACT DATE: 2005/2006

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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 Richard Holbert President
BIDDER TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE Richard Schoch — BIDDER

President — TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

All repairs to be made in accordance with "OSHA" safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE [signature] President
BIDDER TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE Richard McCraft — BIDDER — President — TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE: Richard P. Block — BIDDER — President — TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE Michael J. Cocek President
BIDDER TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE: Richard [illegible] — BIDDER

President — TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ -0- ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 1413. ANNUALLY

27

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

BIDDER SIGN HERE: Richard [illegible] President
BIDDER TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ -0- ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 19,913 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 22,913. ANNUALLY

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

BIDDER SIGN HERE Richard Robert President
BIDDER TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $ 0 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $ 0 ANNUALLY

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

BIDDER SIGN HERE Richard [illegible] BIDDER President TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 0 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ 0 ANNUALLY

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

BIDDER SIGN HERE [signature] BIDDER President TITLE

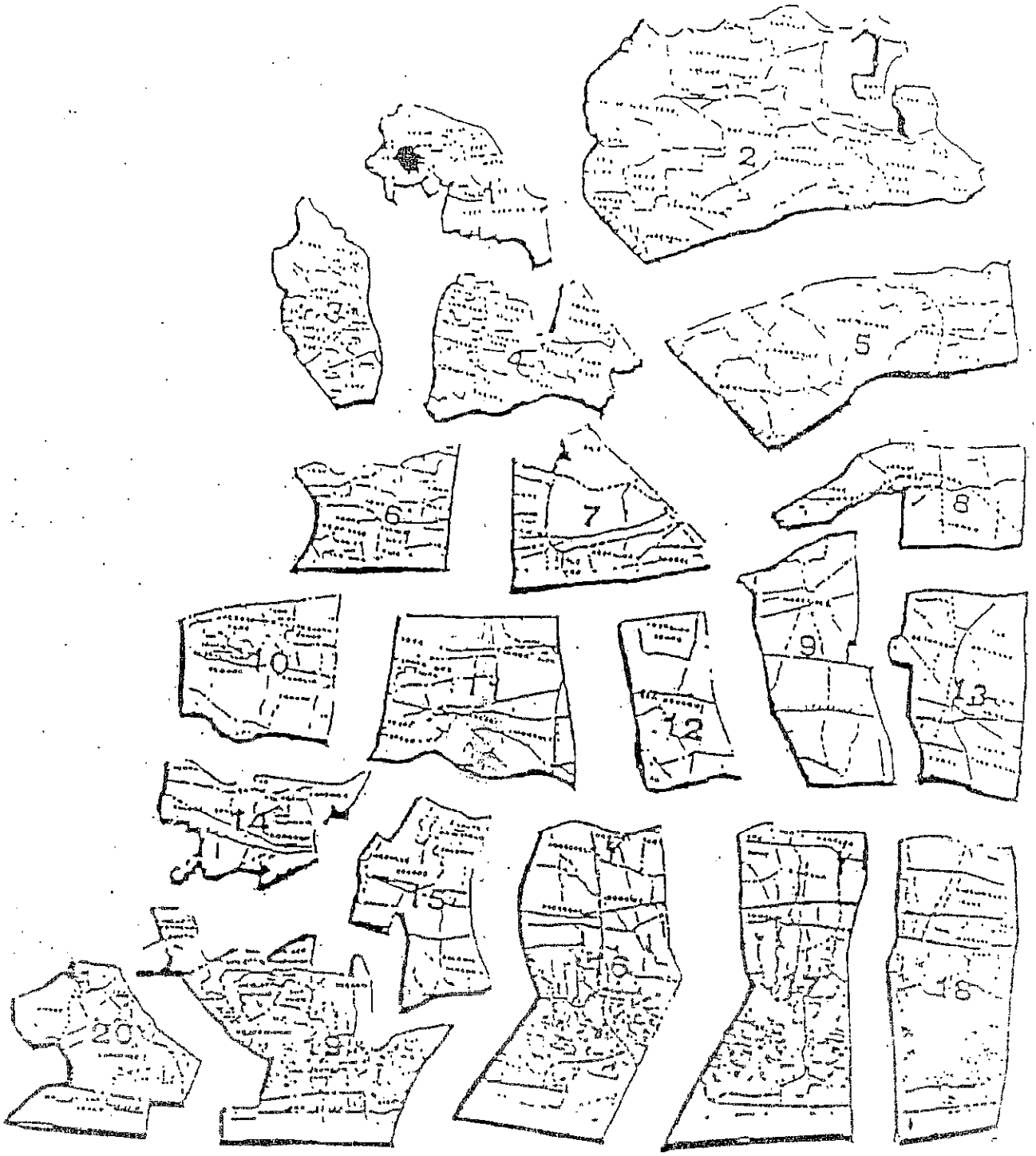
2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

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

BIDDER SIGN HERE Richard Helcell — BIDDER

President — TITLE


2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

A1 Grand Auto Body Inc.

105 Herricks Road
Garden City Park, N.Y. 11040
(516) 294-4200 Fax (516) 294-5742
DMV # 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Richard Holecek

[redacted]

Corporation and ownership remains unchanged

Sign Richard Holecek president

Affidavit of Use from landlord

AFFIDAVIT OF USE

Gerald DiCunzolo, being duly sworn deposes and says:

That he is the President United Electric Power, hereby makes the following affidavit under penalties of perjury as Landlord for the property located at 270 Park Avenue, Garden City Park, NY 11040. That as such he is fully familiar with all of the facts and circumstances surrounding the Lease of the Property currently leased to
A1 Grand Auto Body, Inc.

That I hereby consent and acknowledge that the said premises will be used by the Tenant A1 Grand Auto Body, Inc. for and as a Terminal and or storage facility for motor vehicles. That said usage is with the full knowledge and consent of the Landlord, and said consent is irrevocable, under the terms of the lease throughout said duration, and for any extension thereof.

That I have the full authority and capacity to act on behalf of the Corporation, and said actions with regard to this matter are fully within my duly authorized capacity to act on behalf of the Corporation.

Gerald DiCunzolo, President
United Electric Power

Sworn To Before Me this
13th day of May, 2008.

Notary Public

Notary Public State Of New York
Qualified in Nassau County
Reg No.: 02KA4923841
Commission Expires Feb. 22, 2010

as per attached Survey (Schedule A)

[illegible] City of New York, for the term of ten (10) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 3rd day of March, 2000 [illegible] and to end on the 12th day of April, 2010 [illegible] both dates inclusive, at an annual rental rate of as per Rider "Rent Rider"

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner, or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first [illegible] monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, [illegible] assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.

2. Tenant shall use and occupy demised premises for auto body repair [illegible] purposes. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, [illegible] show windows and signs in a neat and clean condition.

3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, additions or improvements which are non-structural and which affect utility services or plumbing and electrical lines, in the interior of the demised premises by using contractors or mechanics [illegible] by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Contractors and sub-contractors to carry such workmen's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days after the filing thereof, at Tenant's expense, by payment, filing the bond required by law or otherwise.

All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to or prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall promptly and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Tenant's shop, machine and repair equipment, [illegible] Owner allows Tenant to erect on the outside of the building, [illegible] hoist, lift or sidewalk elevator for the exclusive use of Tenant shall maintain such exterior installations in good appearance and cause the same to be operated in a good and workmanlike manner. Tenant shall make all repairs thereto necessary to keep same in good order and condition at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

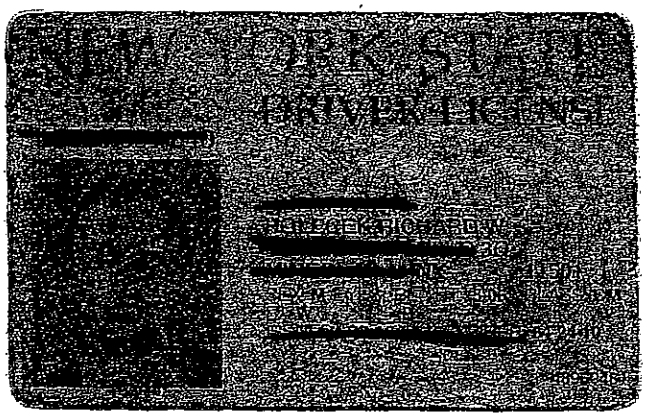
Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do

[illegible] all necessary legal steps including filing such bonds as will be set by the Court to remove the mechanic's lien.

[illegible]

[illegible] City Park, NY 11[illegible]

(516) 203-8[illegible]


NEW YORK STATE
DRIVER LICENSE

Permit No. 2009-031

Village Permit

This Is Evidence That

RICHARD HOLECEK
A 1 GRAND AUTO BODY
105 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

Inc. Village of New Hyde Park

Pursuant To Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company.
This Permit Is Non Transferable. All Required Fees Have Been Paid.

This Permit Expires on January 31, 2010.

2-4-09
Issue Date

Issuing Officer

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

[redacted]

04/30/10

>DEMA< HD

4 [redacted] 10

2008 FORD TOW

MV-696R (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WH [redacted]

019500 D 8 [redacted] APR 14 2009

Wt/Seats Fuel/Cyl DPR NDODFA

A1 GRAND AUTO BODY Expires 04/30/10

INC >DEMA<

105 HERRICKS RD 115.25

GADEN CITY PK NY 11040

ANNUAL CHG

AMT PAID (INCLADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS 4779.50

ST-176(MV) NEW YORK STATE

RECEIPT FOR PAYMENT OF SALES TAX

JURIS 2811 RATE 8.625% 4554.00

9041400DFA EZ221889 DPR

[redacted]

A1 GRAND AUTO BODY

INC

Keep this document to show to the police and courts.

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WE [redacted]PR 28 2008

Wt/Seats Fuel/Cyl MEG RHD609

A1 GRAND AUTO Expires 04/30/10

BODY INC >DEMA<

105 HERRICKS RD 106.25

GARDEN CITY PK NY 11040

ANNUAL CHG

AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]

Keep this document to show to the police and courts.

MV-53TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

1993 FORD NONTRANSFERABLE
FLAT BK [redacted]
008700 D S [redacted] JUN 24 2008
Wt/Seats Fuel/Cyl [redacted]6
A1 GRAND AUTO BODY Expires 06/30/10
INC >DEMA<
105 HERRICKS RD 53.25
GARDEN CITY PK NY 11040

AGENCY AS CHG
AMT PAID ENCLOSED CHG

136.50

EU792774 WILL BE ALTERED EXCEPT FOR ADDRESS

DON'T PEEL STICKER FROM FRONT - SEE BACK!

569687BW

>DEMA< M1 01/31/10

1 [redacted] 10

1995 CHEVR TOW

[redacted] TOW 7

STOP

Keep this document to show to the police and courts.

MV-83SCR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

1995 CHEVR NONTRANSFERABLE

TOW WH [redacted]

[redacted]5 APR 29 2008

Wt/Seats Fuel/Cyl WEB WEBCDA

A1 GRAND AUTO BODY Expires 01/31/10

INC >DEMA<

105 HERRICKS RD 53.25

GARDEN CITY PK NY 11040 ANNUAL CHG

AMT PAID (INCL ADD CHG)

569687BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

X0000126

AI GRAND AUTO BODY
INC
105 HERRICKS RD
GARDEN CITY PK NY 11040

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: 10/15/15

1) Bidder's/Proposer's Legal Name: A 1 Grand Auto Body INC.

2) Address of Place of Business: 105 Herricks Rd. Garden City Park, N.Y. 11040

List all other business addresses used within last five years: _____

3) Mailing Address (if different): _____

Phone: (516) 294-4200

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-3542226

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 ___ 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 ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. 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.

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 Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave.

City/State Garden City, N.Y. 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address NA

Company Village of New Hyde Park

Contact Person Pat Anderson

Address 1420 Jericho Turnpike

City/State New Hyde Park N.Y. 11040

Telephone (516) 354 0022

Fax # (516) 354-6004

E-Mail Address NHPCLERK@VNHP.org

Company Village of Mineola

Contact Person Joya Goryeks

Address 155 Washington Ave.

City/State Mineola N.Y. 11501

Telephone (516) 746-0750

Fax # (516) 746-5602

E-Mail Address NA

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, Ariel Hogan, 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 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2016

Name of submitting business: A1 Grand Auto Body, INC.

By: Ariel Hogan
Print name

X
Signature

President
Title

10 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Ariel Hogan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 105 Herricks Rd.
   City/state/zip Garden City Park, NY 11040
   Telephone (516) 294-4200
   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 2/27/13 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Ariel Hogan 100% shareholder

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. Truck Loan Santander Bank
   Contract # 002-0016053-000 2015 Ford F650 Flatbed

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.
   Grand Auto Body INC. 98 Denton Ave. Garden City PK NY 11040

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, Ariel Hogan, 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 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2018

Al Grant Auto Body, Inc.
Name of submitting business

Ariel Hogan
Print name

Signature

President
Title

10 / 19 / 15
Date

A1 Grand Auto Body, Inc.

105 Herricks Road
Garden City Park, NY 11040

1. Date of formation 3/24/2000

2/3. Ariel Hogan 100 % shareholder
[redacted]

4. New York State Corporation

5. Employees - six employees

6. Annual Revenue 1,260,844 for the year 2014

7. Summary of relevant accomplishments
Licensed New York State Auto Appraiser
Since 1939 have 4 generations of continuous auto tow and body
Experience to accidents and tows calls for municipalities listed:
Nassau County Tow Impound Garage
Garden City Tow Impound Garage
Village of New Hyde Park Tow Impound Garage
Mineola Tow Impound Garage
Tow Advisory Board – Town of North Hempstead
Town of North Hempstead Tow

8. Copies of all state and local licenses and permits
See attached

B. 15 years at this location

C. Towing for Nassau County many years
Refer to list below

COPY

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

April 30, 2015

A-1 Grand Auto Body, Inc.
105 Herricks Road
Garden City Park, New York 11040
Attention: Richard Holecek

Re: County of Nassau and A–1 Grand Auto Body, Inc.

Dear Mr. Holecek:

I have enclosed the Amendment between the County of Nassau and A–1 Grand Auto Body, Inc. for towing services and storage facilities for the period of ***May 1, 2015 through August 31, 2015***. After reviewing this Amendment, please sign it (in BLUE INK) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3. After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **May 15, 2015** along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $19,913.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to August 31, 2015;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **COPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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 A-1 Grand Auto Body Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Palma J. DiMarco
NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/10/2017

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

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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.

Palma J. DiMarco
NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/10/2017

A1 Grand Auto Body Inc.
105 Herricks Rd
Garden City Park, NY, 11040
(516)294-4200 Phone
(516) 294-5742 Fax
DMV# 7087762

Discloser Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan

[redacted]

X_____

Description of Vehicle

Make FORD

Year 2008

Model FLATBED

Motor Vehicle

License Plate # [redacted]

Issued to: A-1GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 22

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Description of Vehicle

Make FORD

Year 2015

Model FLATBED

Motor Vehicle

License Plate # [redacted]

Issued to: A1GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 20

Fee Paid $125.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

INC. VILLAGE OF MINEOLA

155 Washington Avenue, Mineola, N.Y. 11501

License To Do Business

License No. 12810

A License, pursuant to Article II of the Village Law granted to: GRANT Auto Body, Inc.

FOR Name: Tow Car Licenses #24, 25, 26 & 27 / Drivers #18, 19, 20

Company: GRANT Auto Body, Inc.

Date from: 4-15-15 Date to: 1-31-16

Fee: $305.00 Dated: 4-15-15

Approved by: JOSEPH DCarlo Jr.

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

License 063

Expires
30 June 2015

Town of Hempstead

2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD

REGULATING THE OPERATION OF TOW CARS

This is to certify that A1 GRAND AUTO BODY INC.
of GARDEN CITY PARK N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

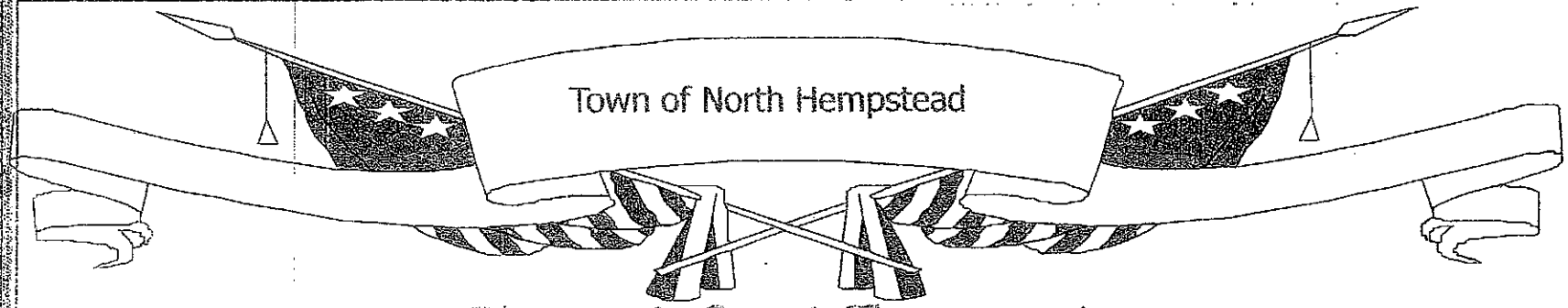
Dated 9-4-14 Number of vehicles licensed 2 Fee paid $ 200.00
The following Town of Hempstead license numbers have been issued to the above named owner: UT- 154-155

NASRIN G. AHMAD
Town Clerk

By: Febie Dennis

DEPUTY TOWN CLERK

© GOES 187



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau · State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Grand Auto Body Inc.

Office/Terminal Located : 98 Denton Ave, Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave, Garden City Park, NY 11040

License No: 68

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

OFFICE OF THE TOWN CLERK
200 Plandome Road PO Box 3000 Manhasset, NY 11030

CHAPTER	ACCOUNT #	EFFECTIVE DATE	EXPIRATION DATE
55	69	July 1, 2014	June 30, 2015

TOW TRUCK VEHICLE CARD

ISSUED TO: Grand Auto Body, Inc
98 Denton Ave
Grdn Cty Pk NY 11040

YEAR	MAKE	BODY	MV PLATE #	V.I.N.
1993	Ford	Flatbed	18825 TT	[redacted]

ISSUE DATE: 9/22/2014

BY MY DIRECTION:

TOWN CLERK

Medallion# 150

Description of Vehicle

Make INTERNATIONAL

Year 1995

Model WRECKER

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 23

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Description of Vehicle

Make FORD

Year 2008

Model WRECKER

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 21

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Permit No. 2015-49

Village Permit

This Is Evidence That

A 1 GRAND AUTO BODY
105 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

Inc. Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company
This Permit Is Non Transferable! All Required Fees Have Been Paid.

This Permit Expires on January 31, 2016.

2-20-15
Issue Date

Issuing Officer

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

E-2316

Contract ID#: CQSS15000001

Department: Social Services R03

E-250-15

Contract Details

SERVICE Child Support Program

NIFS ID #: CLSS15000068 NIFS Entry Date: 11 /10 /15 Term: from 01/01/15_ to 12/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	~~Yes ☐~~	~~No ☐~~
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name EAC Inc. dba Education & Assistance Corporation	Vendor ID# 237175609
Address 50 Clinton Street, Suite 107 Hempstead, NY 11550	Contact Person Lance Elder Email lelder@eacinc.org
	Phone 516 539-0150 Fax 516 539-0160

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

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)* ☐	11/14/15		
	OMB	*NIFS Approval* ☐	11/18		Yes ☒ No ☐ Not required if blanket resolution
12/1/15	County Attorney	*CA RE & Insurance Verification* ☑	12/2/15		
12/2/15	County Attorney	*CA Approval as to form* ☑	12/2/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	12/14/15	Concetta A Petrucci	
	Rules ☒ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
12/16/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/16/15		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2015 DEC 16 P 3:47

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JAN -8 P 3:47

PR5254 (8/04)

Contract ID#: CQSS15000001

Department: Social Services

Contract Summary

Description Education/ Employment Services

Purpose: We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. ***(Amendment to add an enhanced vocational service to the contract.)***

Method of Procurement: An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.

Procurement History: We have been using this vendor since 1996.

Description of General Provisions: EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

Impact on Funding / Price Analysis: Federal 100% State 0% County 0%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 0
Federal	$ 16,667.00
State	$ 0
Capital	$
Other	$
TOTAL	$ 16,667.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2	DE511//SSGEN2800	$ 16,667.00
3		$
4		$
5	G. Ignatz 12/2/15	$
6		$
	TOTAL	$ 16,667.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/08/15
Date	Date	(For Office Use Only)

E #:

125408

PR5254 (8/04)

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 DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to operate the Early Intervention Program and Project Support, 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 EAC, Inc.

E - ~~250-15~~
E-23-16

RULES RESOLUTION NO. 23– 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to operate the Early Intervention Program and Project Support, 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 EAC, Inc.

2015 DEC 18 P 2:11
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

WHEREAS, the County has negotiated an amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation to provide services as described in the original agreement and to provide Enhanced Vocational 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 amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation.

FAML6455 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

11/18/2015
4:30 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 11 2015 NOV 2015
INDEX :
ORGANIZATION : SS SOCIAL SERVICES
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	24,000	24,000	11,836	12,164
	DD	GENERAL EX	768,150	768,150	631,731	136,420
	DE	CONTRACTUA	7,944,143	7,944,143	4,955,127	2,989,016
	HF	INTER-DEPA	18,057,551	18,057,551	3,479,121	14,578,430
	SS	RECIPIENT	60,550,000	60,550,000	51,659,099	8,890,901
	TT	PURCHASED	68,402,576	68,402,576	60,760,784	7,641,792
	WW	EMERGENCY	52,755,000	52,755,000	33,946,396	18,808,604

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G010 - PRIOR PAGE DISPLAYED

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 EAC, Inc. d/b/a Education & Assistance Corporation (Child Support Program)

CONTRACTOR ADDRESS 50 Clinton Street, Suite 107, Hempstead, New York 10038

FEDERAL TAX ID 237175609

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. ____[#] of potential proposers requested copies of the RFP. Proposals were due on _____[date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on JUNE 4, 2015 **[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** AN RFP WAS ISSUED. **[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.**

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. **Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.**

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. **Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.**

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ **a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.**

Department Head Signature

11-13-15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04

122070

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: EDUCATION ASSISTANCE CORPORATION

Service Provided: PROJECT SUPPORT

Evaluation Period: From: January 1, 2015 **To:** October 31, 2015

Evaluator's Name, Title, Phone #: RHONDA ULLRICH

Date: October 8, 2015

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service					✓
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests					✓
e. Number of Complaints				✓	✓
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? (Yes) *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

38987

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: November 13, 2015

Subject: Education & Assistance Corporation (EAC)
Project Support Services (Amendment to Add a Service) 2015

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated August 6, 2015, notifying him of the above fact. The letter was forwarded to the Nassau County Office of Labor Relations for appropriate handling.

It is requested that the County proceed with the contract processing.

Att.
10099
125478

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

August 6, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: EAC, Inc. d/b/a Education and Assistance Corporation
Early Intervention Program and Project Support IV-D 2015

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering (entering, renewing, or **amending**) the contractual services with the above vendor to add services referred to as "Enhanced Vocational Services". A copy of the amendment is enclosed. A copy of the contract has been previously supplied.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact the Nassau County Office of Labor Relations (OLR).

Sincerely,

SJ

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell
Office of Labor Relations
ENCLOSURE
13792

124180

AMENDMENT NO. I

This AMENDMENT, dated as of August 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, (Project Support,) a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000001 between the County and the Contractor, executed on behalf of the County on June 4, 2015 (the "Original Agreement"), the Contractor provides child support services as part of the Early Intervention Program (EIP) and Project Support for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of the Original Agreement is from January 1, 2015 through December 31, 2015 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Fifty Thousand Dollars and 00/100 ($150,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Agreement and amend the Services to provide for "Additional Services" concerning the Enhanced Vocational Services Program;

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

1. Term. Section 1. Term of the Original Agreement is hereby amended and shall read in its entirety as follows:

> The term of this Agreement concerning the Early Intervention Program (EIP) and Project Support shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided however, that the County shall have the option to renew this Agreement for four (4) additional one year periods under the same terms and conditions contained herein for a total of five (5) years.
> The term of this Agreement concerning the Enhanced Vocational Services Program shall be from August 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the

option to renew the Agreement for three (3) additional one (1) year periods contingent upon the availability of Federal and State funding and approval.

2. Services. The Contractor shall continue to provide the Services as described in the Original Agreement, and commencing August 1, 2015 shall provide "Additional Services" concerning the Enhanced Vocational Services Program. Section 3 Services of the Original Agreement shall be modified to add Sections 3(b)vi. and 3(b)vi1. through Section 3(b)vi.11. Enhanced Vocational Services which shall read in its entirety as follows:

3(b)vi. Enhanced Vocational Services. Effective August 1, 2015 Contractor shall provide enhanced vocational services to Non-custodial parents who are unemployed or who are working less than 20 hours per week; who are recipients of public assistance or whose incomes do not exceed 200 percent of the federal poverty level; who have a child support order payable through the Nassau County Support Collection Unit; and who are referred by Nassau County Family Court. Contractor shall verify and document that program participants' income does not exceed 200 percent of the federal poverty level. TANF 200 percent certifications must be completed and records maintained in the manner prescribed in NYS Office of Temporary and Disability Assistance (OTDA) 00-LCM-20. Enhanced Vocational Services are designed to address underemployment and unemployment among Non-custodial parents, promote timely and consistent payment of child support, and improve the financial stability of custodial parents to support better outcomes for their children.

1. Enhanced vocational services shall consist of the payment of enrollment fees in a variety of certificate programs that will enable participants to gain marketable employment skills through the acquisition of certificates, trainings, and professional credentials.

2. Contractor will review each participant's educational and employment background to select those individuals with the highest probability of completing the certificate program and entering employment within a 12 month time frame.

3. Contractor will assist participants with obtaining certificates from the following programs offered by agencies including, but not necessarily limited to, Nassau BOCES; Nassau Community College; and Hofstra University, as well as online courses through University of Phoenix. These certifications include, but are not limited to Barbering; Commercial Driver's License (CDL); CPR; Electrical; Food Service; Forklift; Green Construction; Grounds Maintenance; Microsoft Excel; Microsoft Word; OSHA 10/500; Personal Trainer; Pet Grooming; Pharmacy Technician; Plumbing; Project Manager; and Security Services.

4. Contractor will coordinate with the local network of workforce development agencies and employers to connect participants with employment opportunities.

5. Contractor shall submit on a quarterly basis a report listing the number of NCPs served: date of referral; certificate program type and name; duration; date of program completion; and successful completion status; Support Due; Support Paid; Program referral; Follow Through; Counselor Meetings; Employment Referrals; and Jobs Obtained.

6. Services Location. Enhanced Vocational Services shall be provided at Contractor's principal place of business within Nassau County.

7. Contractor will pay approved participants for authorized transportation expenses when attending permitted employment-related activities.

8. Contractor will purchase incentives awards for distribution to participants achieving project goals at one, three and six month participation milestones.

9. Contractor shall conform to all laws, rules, and regulations pertaining to Temporary Assistance for Needy Families (TANF) non-assistance grants. The use of TANF funds to provide supportive services, including transportation services must be limited to meet a short-term, non-recurring episode of need that will not extend beyond 4 months, unless the individual is receiving Family Assistance or is employed and determined TANF eligible consistent with 00-LCM-20.

10. Confidentiality of Data. The Contractor acknowledges that confidential child support information may be disclosed in the scope of this initiative. The use and disclosure of this information is governed by social services law section 111–v and 18 NYCRR 347.19. The Contractor shall comply with the use and disclosure requirements of the statute and regulations regarding child support information. The Contractor shall not, except as needed in the normal course of business to fulfill their obligations under this agreement, directly or indirectly disclose or use or enabled anyone else to disclose or use any child support information obtained from OTDA without the prior written approval of OTDA.

11. Applicable Laws. Contractor shall observe and abide by all applicable State and federal statutes and regulations regarding all aspects of this agreement including but not limited to use and/or disclosure of information.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Sixteen Thousand Six Hundred Sixty-Seven and 00/100 Dollars ($16,667.00), 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 One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven and 00/100 Dollars ($166,667.00) (the "Amended Maximum Amount"). Section 4 Payment (a) Consideration of the Original Agreement is hereby amended to add provision for The Enhanced Vocational Services Program and shall read in its entirety as follows:

4. Payment (a) Consideration.

1. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Early Intervention Program (EIP) and Project Support (the "Maximum Amount") shall not exceed One Hundred Fifty Thousand Dollars and 00/100 ($150,000.00) in accordance with the Line Item Budget attached hereto as Exhibit "A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

2. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Enhanced Vocational Services Program (the "Maximum Amount") shall not exceed Sixteen Thousand Six Hundred Sixty-Seven Dollars and 00/100 ($16,667.00) for the period commencing on August 1, 2015 through December 31, 2015 in accordance with the Enhanced Vocational Services Program Line-Item Budget attached as Exhibit "B" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

4. Budget. The line-item budget referred to in Section 4 (f) of the Original Agreement concerning the Early Intervention Program (EIP) and Project Support attached to the Original Agreement, is amended to add a separate line-item budget for the Enhanced Vocational Services Program to appear in their entireties as set forth in Exhibit "A" and Exhibit "B", respectively, attached hereto (such amended budget, the "Amended Budget"), which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

5. 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 Agency and the County have executed this Agreement as of the date first above written.

EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

By: _____
Name: Janice W Elder
Title: President + CEO.
Date: 9/15/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

124025

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 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

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

On the 15th day of September in the year 2015 before me personally came Lance W Elder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President - CEO of EAE, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

EXHIBIT A
LINE-ITEM BUDGET
1/1/15-12/31/15

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **EAC, Inc.**

Program Name: **PROJECT SUPPORT**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$98,220
Work on Salary and Fringe	1b	Fringe	$26,519
	1 Total	Personnel (Salary plus Fringe)	$124,739
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$600
Work on Line 4	4	Equipment	$1,300
Work on Line 5	5	Supplies	$1,961
Work on Line 6	6	Contractual Services	$3,000
Work on Line 7	7	Rent/Utilities	$2,100
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$4,300
Work on Line 10	10	Administrative Overhead	$12,000
		Gross Expenditures (Lines 1 – 10)	$150,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$150,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$150,000

EXHIBIT B
LINE-ITEM BUDGET
8/1/15-12/31/15

Nassau County Human Services Universal Budget Form

Contract #

Contract Name: **EAC, Inc.**

Program Name: **PROJECT SUPPORT (ENHANCED VOCATIONAL SERVICES)**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$5,000
Work on Salary and Fringe	1b	Fringe	$1,400
	1 Total	Personnel (Salary plus Fringe)	$6,400
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$0
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$8,093
Work on Line 7	7	Rent/Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$2,174
		Gross Expenditures (Lines 1 – 10)	$16,667
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$16,667
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$16,667

Contract ID#: CQSS15000001

Department: Social Services

E-55-15

Contract Details

SERVICE: Child Support Program

NIFS ID #: CQSS15000001 NIFS Entry Date: 02/ 26 /15 Term: from 01/01/15_ to 12/31/15

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name FAC Inc. dba Education & Assistance Corporation	Vendor ID# 237175609
Address 50 Clinton Street, Suite 107 Hempstead, NY 11550	Contact Person Lance Elder Email lelder@eacinc.org Phone 516 539-0150 Fax 516 539-0160

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appr'd (Dept Head)	☐ 2/27/15 ☐		
	OMB	NIFS Approval	☐ 3/9		Yes ☒ No ☐ Not required if blanket resolution
3/16/15	County Attorney	CA RE & Insurance Verification	☐ 3/17/15		
3/17/15	County Attorney	CA Approval as to form	☐ 3/17/15		
	Legislative Affairs	Fw'd Original Contract to CA	☐ 3/23/15	Concetta A. Petrucci	
	Rules ☐ Leg. ☐		☐		Yes ☒ No ☐
	County Attorney	NIFS Approval	☐ 04/03/15		
	Comptroller	NIFS Approval	☑ 5/6/15		
	County Executive	Notarization Filed with Clerk of the Leg	☐ ☐		

PR5254 (8 04)

Contract ID#: CQSS15000001

Department: Social Services

Contract Summary

Description Education/ Employment Services

Purpose: We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. *(New contract.)*

Method of Procurement: An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.

Procurement History: We have been using this vendor since 1996.

Description of General Provisions: EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

Impact on Funding / Price Analysis: Federal 66% State 0% County 34%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 51,000.00
Federal	$ 99,000.00
State	$
Capital	$
Other	$
TOTAL	$ 150,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE511/SSGEN2800	$ 150,000.00
2		$
3		$
4	[illegible] 7/31/15	$
5		$
6		$
TOTAL		$ 150,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name [illegible]	Name [illegible]	Date [illegible]
Date 5/6/2015	Date 5/6/15	E #:

122066

PR5254 (8 04)

THIS AGREEMENT, dated as of January 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a request for proposal (the "RFP") # SS0825-1425 on September 2, 2014 for child support services as part of the Early Intervention Program (EIP) and Project Support (the RFP incorporated herein by reference and on file with the Department);

WHEREAS, the Contractor submitted a proposal found to be beneficial to the County (incorporated herein by reference and on file with the Department);

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term.

The term of this Agreement shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for four (4) additional one year period under the same terms and conditions contained herein for a total term of five (5) years.

2. Regulatory Requirements/Compliance

At all times Contractor shall comply with all applicable New York State statutes, Office of Child Support Enforcement ("OCSE") rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over child support enforcement and programs, including but not limited to NYS Social Services Law Titles 6-A and 6-B, NYS Family Court Act Articles 4, 5, 5-A and 5-B, NYS Domestic Relations Law Sections 236 and 240 and Title 18 New York Codes, Rules and Regulations Part 347, and the rules and regulations of OCSE. Contractor expressly understands and agrees that it shall assist the Department in providing and preparing any necessary report(s) and/or statistical form submission required under 18 NYCRR 347 relating to this Agreement.

3. Services.

The Services to be provided by the Contractor under this Agreement shall consist of the following:

(a) It is mutually agreed between the Department and the Contractor that the Contractor shall operate a program known as the Early Intervention Program ("EIP"). The purpose of the EIP is to enhance child support collection through education, referrals for employment, and payment monitoring with follow up of Non Custodial Parents ("NCP") who are under new orders to pay child support. Hereinafter, NCPs shall also be referred to as "Newly Ordered Support Payers" and/or "Respondents". The Contractor's duties under the EIP Program shall include, but shall not be limited to, the following:

i. Post- Court Appearance Interviews. The Contractor shall conduct an after court interview on all Nassau County Family Court Newly Ordered Child Support Payers and/or the Custodial Parent (hereinafter sometimes referred to as "CP" and/or "Petitioner"). The Contractor agrees to accept up to approximately one-thousand two-hundred eighty-one (1,281) referrals to the EIP Program.

1. The Contractor shall be responsible, during the interview, for updating and verifying all of Respondent's personal data, including but not limited to employer information.

2. The Contractor shall provide the Petitioner with a Child Support Services Application (CSS APP) and assist the Petitioner in filling out the CSS APP if the Petitioner has not previously filled out the CSS APP. The Contractor shall return the completed CSS APP to the Supervisor of the Support Collection Unit at Family Court. The Contractor shall be responsible for explaining to Petitioner his/her support order, how income execution works, provide OCSE's telephone numbers, as well as explain how Petitioner can access payment and account information either via telephone or internet.

3. The Contractor shall review child support obligations and proper payment instructions with Respondent.

4. The Contractor shall review relevant OCSE and Court procedures, including proper procedure for filing modifications or visitation, enforcement procedures for non-payment (including Income Execution Orders, various licenses suspension and income tax intercept) with Respondent.

5. The Contractor shall mail billing tags and all information regarding the child support order to Respondent in the event Respondent cannot be located after the initial court appearance.

6. The Contractor will mail to those Respondents they are unable to interview, information on where payments should be sent, the date the first payment is due, the importance

of writing the account number on each check or money order, and information on enforcement procedures.

7. The Contractor shall inform and/or permit NCPs to attend monthly lectures on support obligations given as part of Project Support.

ii. Vocational Counseling. In an effort to assist Respondents in meeting their financial obligations, the Contractor shall provide and/or make accessible a vocational counselor ("Counselor").

1. Referral to the Counselor shall be made by Nassau County Family Court and Contractor's staff.

2. Respondent will contact Counselor to schedule an appointment for an assessment within two (2) days of Respondent's referral to the Counselor.

3. The Counselor shall review the Respondent's work history and discuss available employment opportunities.

4. The Counselor shall provide assistance with resume writing, job interviewing techniques, and job searching skills.

5. The Counselor shall coordinate referrals to community-based services as required.

6. The Counselor shall monitor Respondent's progress. After four (4) weeks of monitoring, the Counselor shall prepare a detailed report which Contractor shall place in Respondent's case file and forward a copy to the Nassau County Family Court.

iii. Monitoring and Reporting.

1. Contractor shall place each respondent into a cycle and given a cycle number. Contractor shall monitor payments for four (4) weeks following referral to EIP.

2. Contractor, after two (2) weeks, shall send a Non-Compliance Notice via certified mail to all Respondents who have not made payments or have only made partial payments.

3. The Non-Compliance Notice shall inform Respondents of monies received to date, arrears owed, and shall instruct Respondent to contact the EIP program.

4. Contractor shall submit to the Department's Child Support Collection Unit's Director a non-compliance list of all Respondents who remain delinquent after four (4) weeks of being referred to the EIP program.

iv. Services Location. Post Court appearance interviews shall be provided at an office located at Nassau County Family Court, located at 1200 Old Country Road, Westbury, New

York. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(b) It is mutually agreed between the Department and the Contractor that, in addition to the above-described services, the Contractor shall also operate a remedial program known as Project Support. Project Support is designed to obtain compliance with child support orders from Respondents where traditional enforcement remedies have not been successful. The Contractor's duties under the Project Support Program shall include, but shall not be limited to, the following:

i. Interview/Intake

1. Project Support shall be a Court mandated educational program for Non-Complaint and newly ordered Non-Custodial Parents ordered to pay child support. Project Support shall emphasize helping non-custodial parents become better child support payers, individuals and parents.

2. The Respondent shall be referred to Project Support by the Nassau County Family Court. Upon referral, Respondent shall report to Contractor's staff to complete an intake interview. The Contractor agrees to accept up to approximately one-hundred twenty (120) Court referrals to the program from Family Court.

3. Contractor shall immediately schedule an appointment with the vocational counselor upon having completed the initial interview/intake. Contractor shall send written notice to Respondent of appointment the date, time and place with the vocational counselor.

4. The Contractor shall be permitted to utilize OCSE's system for the purposes of tracking NCP payments and updating NCP information.

5. The Contractor shall notify the Department, via telephone, within forty-eight (48) hours should Respondent fail to report to Contractor for an initial interview/intake and/or the appointment with the vocational counselor.

ii. Vocational Counseling.

1. Contractor shall at a minimum provide One (1) full time vocational counselor ("Counselor"). Each Respondent will meet with the Counselor individually.

2. The Counselor shall develop a network of potential employers within Nassau County and surrounding areas for the purposes of developing job opportunities for Respondent(s).

3. The Counselor shall be available during regular business hours and evening hours, as needed, to meet with Respondent(s) and/or Petitioner(s).

4. The Counselor shall be responsible for conducting vocational sessions, making additional referrals (e.g. educational programs, drug treatment, or mental health services, job

placement), identifying and focusing on lifestyle issues (e.g. budgeting and financing, parenting and future plans) and assisting in resume writing, interviewing techniques, and job searching skills. The Counselor shall also coordinate community referrals to outside sources as needed. The counselor shall be available to all Nassau County residents who are unemployed or underemployed, including those who are receiving Public Assistance.

5. The Counselor shall complete a vocational assessment during the initial session. The vocational assessment shall include, but shall not be limited to: recommended number of sessions; additional services Respondent is being referred to (e.g. educational programs, drug treatment, or mental health services); any lifestyle issues (e.g. budgeting and financing, parenting, etc.); and how many sessions the Respondent attends.

iii. Monthly Lecture. Contractor shall conduct a monthly a monthly lecture on support obligations to all Respondent(s). The lecture shall be made available to participants in the EIP program on a voluntary basis. Attendance for Respondents in the Project Support program is mandatory. The lecture and any materials shall be presented by an attorney duly admitted to practice law in the State of New York.

iv. Monitoring and Reporting.

1. Respondent shall be required to follow through with scheduled sessions and referrals in a timely manner and report back to the Counselor.

2. Respondent shall be required to accept employment placements. Respondent's failure to comply shall be immediately reported to the Nassau County Family Court and the Department.

3. Contractor shall verify employment and monitor child support payment for a period of twenty-four (24) weeks from date of referral by the Court.

4. Contractor shall submit a status/progress report to the Nassau County Family Court and the Nassau County Office of Child Support Enforcement every six (6) weeks for each Respondent. The status/progress report shall include, but shall not be limited to:

---

v. Services Location. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(c) The Contractor shall perform such professional and related services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Contractor specifically represents and warrants that its employees, agents and subcontractors have and shall possess the required education, knowledge, licenses, experience and character necessary to qualify them individually for the particular duties they perform. The Department shall be the sole arbiter as to what constitutes acceptable performance. The Contractor further agrees to keep such required documents in full force and effect during the term of this

Agreement, or any extension and to comply within the required time to secure any new license so required.

(d) The Contractor hereby certifies that the services or the activities provided for the participants under this Agreement are not otherwise available to the County at no charge. In the event the Contractor is the recipient of other Federal and/or State and/or local government grants, awards, or moneys, it is expressly understood and agreed that the Contractor shall not bill or charge the County for services rendered, equipment and or material purchased, and operating expenses which were provided or financed by other Federal and/or State and/or local government funding sources.

(e) Pursuant to 18 NYCRR Section 347.10, the Department will file violation petitions on those cases that are new orders with new delinquencies or old orders with new delinquencies or cases with delinquency switch status 08. Special emphasis will be placed on those cases where the parent is marginally employed, works off-the-books, or is self-employed. The violation petitions will request that the Non-Custodial Parent be referred to the Contractor's Project Support Program, and the case be adjourned for participation in the program, and a resolution of the violation petition on the adjourn date.

(f) The Contractor shall accept referrals of Custodial and Non-Custodial Parents to the EIP Program from the Family Court after a new support order is established. The Nassau County Family Court will provide Contractor with a copy of the court disposition for each case referred to the Program.

(g) The Contractor shall be responsible for the hiring and supervision of all staff engaged in the program. Qualified candidates for teaching positions will have a minimum of a Bachelor's Degree, and some expertise in group instruction and in the area to be taught. Qualified candidates for Social Worker positions will have an MSW or other Master's Degree.

i. Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.
ii. The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.
iii. The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(h) The Contractor shall employ the following program staff: a Regional Director, Case Managers, Vocational Counselor/Case Manager and Teachers.

(i) The Department will provide the Contractor with all appropriate information including available financial information on all Non-Custodial Parents in the program. The Department will meet with the Contractor's Case Managers as needed.

(j) The Contractor agrees to operate and run the Project Support Program in an efficient and thorough manner.

(k) The Contractor agrees to appear in and report to the Family Court as needed on each referral until there is a resolution of the Department's violation petition.

(l) The Contractor agrees to maintain statistics comparing the collection rate of the Project Support participants for three months prior to the program against the collection rate during and three months after the program. These statistics shall be reported to the Department.

(m) Reporting.

i. In addition to any other reporting requirements contained herein, Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

ii. The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of the Support Collection Unit a monthly report in a format approved by the Department enumerating the following:

1. total number of case referrals received during the month, each case shall be identified by case name, case number, case type and date of referral;

2. the total number of case intakes completed by Contractor for the month;

3. the total monthly amount due and percentage collected;

4. the total payments made by type; and

5. other statistical information requested by the Department which is relevant to the program's status and success.

iii. The Contractor agrees to provide a monthly statistical report to the Department on the status of the program. Such report shall include, but not be limited, to the number of Non-Custodial Parent referrals received monthly; the number of Non-Custodial Parents referred to Project Support; the number of Non-Custodial Parent referrals made by the Nassau County Family Court Support Magistrate; the number of TANF cases; the number of Safety Net cases; the number and type of referrals to other service agencies; the amount of weekly support payments made by Non-Custodial Parents referred to Project Support.

iv. The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(n) The Department and the Contractor agree to comply with the Title IV-D of the Social Security Act, implementing Federal and State regulations and any other applicable State and Federal regulations.

4. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed ONE HUNDRED FIFTY THOUSAND ($150,000.00) DOLLARS AND NO CENTS in accordance with the Line-Item Budget attached as "Exhibit A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. "Exhibit A" line-item budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

5. Final reporting.

No later than two (2) months after expiration of each Budget Period, the Contractor shall submit two (2) copies of a final report summarizing the conduct of the program hereunder, together with a final accounting and claim for payment of any approved expenditures then remaining unpaid. If the Contractor should fail to comply with any of the requirements of Section 3 above, and such late submission of a claim for payment by the Contractor causes the Department to be unable to obtain reimbursement from the State and/or Federal government, the Department shall be permitted to reduce the Total Cost of Agreement by such amount of under-funding, but all other terms and provisions of this Agreement shall remain in full force and effect. Any subsequent budget shall not be construed as extending the aforesaid time limits for submission of final reports and claims for a Budget Period as specified herein unless this requirement is modified specifically in any such extension or amendment of this Agreement.

6. Exclusive of taxes.

The charges payable to the Contractor under the Agreement are exclusive of Federal, State and local taxes, the County being a municipality exempt from payments of such taxes.

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 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 governments 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, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all 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 hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may received Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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

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

(c) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative. In furtherance thereof, the Contractor shall comply with the requirements of Appendix C attached hereto ("Extended Services").

11. 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 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 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 and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

12. 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 for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. 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.

13. 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 or other disposal 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.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

14. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(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 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(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.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (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.

16. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

17. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department

address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.

II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.

III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.

IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.

V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

18. 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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (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.

19. 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.

20. 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 litigation before 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. The provisions of this Section shall survive the termination of this Agreement.

21. 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 at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

22. All Legal Provisions Deemed Included; Severability. (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 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.

23. 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.

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 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.

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

EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

By: _____
Name: Lance W Elder
Title: President - CEO
Date: 12/24/14

NASSAU COUNTY

By: _____
Name: Gordon Robertson
Title: Deputy County Executive
Date: 6/4/15

PLEASE EXECUTE IN BLUE INK

Doc#: 120771

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

On the 4 day of June in the year 2015 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

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 24th day of December in the year 2014 before me personally came Lance W Elder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President + CEO of EAC, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2013

EXHIBIT "A"
LINE-ITEM BUDGET
January 1, 2015-December 31, 2015
EAC, INC. d/b/a EDUCATION AND ASSISTANCE CORPORATION
PROJECT SUPPORT

Budget Summary

Line #	Expense type	Total $
1a	Salary	$98,220
1b	Fringe	$26,519
1 Total	Personnel (Salary plus Fringe)	$124,739
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$600
4	Equipment	$1,300
5	Supplies	$1,961
6	Contractual Services	$3,000
7	Rent/Utilities	$2,100
8	Department Specific Costs	$0
9	Other Costs	$4,300
10	Administrative Overhead	$12,000
	Gross Expenditures (Lines 1 – 10)	$150,000
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$150,000
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$150,000

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 Non-Custodial Parent 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:

   Lance W Elder
   (Name)

   50 Clinton St. Suite 107 Hempstead NY 11550 (Address)

   516539 0150
   (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/24/14
Dated

Signature of Chief Executive Officer

Lance W Elder
Name of Chief Executive Officer

Sworn to before me this

24th day of December, 2014

Notary Public

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as THE EDUCATION & ASSISTANCE CORPORATION, PROJECT SUPPORT, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Lance W Elder, President - CEO.
Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2015 through December 31, 2015.

Officer

Sworn to before me this 5th

day of February, 2015

Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 20__

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 Rebecca Bell
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 50 Clinton St., Suite 107
   City/state/zip Hempstead, NY 11550
   Telephone (516) 539-0150
   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) C.O.O. START DATE 12/2/1979

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5 Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.
   N/a

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.)

   N/A

   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 ✓ 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, Rebecca Bell, 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 29th day of October 20 15

Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

EAC, Inc.
Name of submitting business

Rebecca Bell
Print name

Signature

COO
Title

10 / 29 / 15
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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

Date: 10/29/15

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

2) Address of Place of Business: 50 Clinton St. Suite 107 Hempstead NY 11550

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516 5390150

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 107039323

5) Federal I.D. Number: 23-7175609

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) not-for-profit

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details:

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

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.

(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 TOWN OF HEMPSTEAD D.O.O.R.

Contact Person ANA-MARIE HURTADO

Address 50 CLINTON ST., 4th FLOOR

City/State HEMPSTEAD, NY 11550

Telephone (516) 485-5000

Fax #

E-Mail Address amh@hempsteadworks.com

Company Tom Grecco/Suffolk DSS

Contact Person T. Grecco

Address P.O. Box 18000

City/State HAUPPAUGE, NY 11788

Telephone (631) 854-9922

Fax #

E-Mail Address Tom.Grecco@suffolkcountyny.gov

Company SUFFOLK DSS

Contact Person JANE SMITH

Address P.O. BOX 18000

City/State HAUPPAUGE, NY 11788

Telephone (631) 854-3295

Fax #

E-Mail Address jane.smith@dfa.state.ny.us

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, Rebecca Bell, 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 29th day of October 2015

Notary Public

Name of submitting business: EAC, Inc.

By: Rebecca Bell
Print name

Signature

COO
Title

10 / 29 / 15
Date

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

E-250-15

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, Inc.

Address: 50 Clinton St. Suite 107

City, State and Zip Code: Hempstead NY 11550

2. Entity's Vendor Identification Number: 23-7175609

3. Type of Business: 501-C-3 Non profit ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp ____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

see attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

T 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: 10/29/18 Signed: Rebecca Bell

Print Name: Rebecca Bell

Title: Chief Operating Officer

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.

2015 - 2016 EAC NETWORK BOARD OF DIRECTORS

(Updated 9/24/15)

NAME	ADDRESS	BOARD POSITION
Angela Anton Class of '13-'14	[redacted] 132 East Second Street Mineola, NY 11501	516-747-8282 [redacted] aanton@antonnews.com
Thomas Boerum Class of '02-03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [redacted]
Noreen Carro Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [redacted] 516-285-9268 Fax noreen@lmnprinting.com
John A. Cherpock, CPA Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	*Board Member Emeritus* 646-227-4866 646-227-4299 Fax [redacted] john.cherpock@navigant.com
Brian Clarke Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
Bert J. Cunningham Class of '15-'16	[redacted]	[redacted]
John Durso Class of '15-'16	President Local 338 Local 338 RWDSU/UFCW 1505 Kellum Place Mineola, NY 11501	516-294-1338 [redacted] jrdurso@local338.org
Brian Edwards Class of '06-'07	Executive VP/Managing Director Astoria Bank One Astoria Bank Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriabank.com

Steven J. Eisman, Esq. Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara & Wolf, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	*Chairman Emeritus* 516-328-2300 516-328-6638 Fax seisman@abramslaw.com
Anthony J. Falanga Class of '12-'13	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	516-393-8222 516-393-8282 Fax afalanga@jaspanllp.com
Louis C. Grassi, CPA Class of '87-'88	Managing Partner Grassi & Co. 50 Jericho Quadrangle Jericho, N Y 11753	*Chairman Emeritus* 516-256-3500 516-256-3510 Fax Lgrassi@grassicpas.com
Geri A. Gregor, CPA Class of '08-'09	Partner Grassi & Co. 50 Jericho Quadrangle Jericho, NY 11753	516-336-2496 516-256-3510 Fax [redacted] Ggregor@grassicpas.com
Tom Gubitosi Class of '01-'02	Principle Marie Holdings, Inc. 38 Stern Ct. Farmingdale, NY 11735	516-454-6704 516-454-2898 Fax [redacted]
M. Allan Hyman, Esq. Class of '94-'95	Senior Partner Certilman, Balin, Adler & Hyman, LLP 90 Merrick Avenue East Meadow, New York 11554	*Board Counsel /Chairman Emeritus* 516-296-7075 516-296-7111 Fax ahyman@certilmanbalin.com
Carmine Inserra Class of '98-'99	Principal NAI Long Island 3 Huntington Quadrangle Suite 307N Melville, NY 11747	*Chairman Emeritus* 631-270-3030 631-270-3060 Fax Cinserra@nailongisland.com
James P. Joseph Class of '11-'12	Managing Partner Joseph Law Group, PC 666 Old Country Road Suite 303 Garden City NY, 11530	*Chairman* 516-542-2000 516-542-2001 Fax JJoseph@josephlawpc.com

Richard Kessel Class of '00-'01	President East Coast Progressive Energy Solutions, Inc. 93 Alfred Road East Merrick, NY 11566	*Member At Large* 516-398-6005 516-378-3339 Fax [redacted] Rkessel@richardkessel.com
Joseph A. Lagano Class of '94-'95	[redacted]	*Board Member Emeritus* [redacted]
Donna Leto Class of '09-'10	Vice President Brent Mako RE Group 931B Conklin Street Farmingdale, NY 11735	*Treasurer* 631-420-0070 631-420-0083 [redacted]
Robert P. McBride Class of '93-'94	Senior Vice President Park Strategies, LLC 50 Charles Lindbergh Blvd Suite 601 Uniondale, NY 11553	*Chairman Emeritus* 794-9730 794-9718 Fax [redacted] rmcbride@parkstrategies.com
John Murcott Class of '10-'11	Work Market 240 W. 37th Street New York, NY 10018	516-220-3461 [redacted]
Bob Nystrom Class of '13-'14	American Credit Card Processing 474 New York Avenue Huntington, NY 11743	631-385-7390 [redacted] bob.nystrom@accpc.com
Laura L. Palker Class of '11-'12	Trade Show Solution Center 200 Broadhollow Road Suite 207 Melville, NY 11747	631-393-5079 [redacted] laura@tssolutioncenter.com
David E. Paseltiner, Esq. Class of '95-'96	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	*Chairman Emeritus* 393-8223 393-8282 FAX [redacted]

Joseph Quatela, Esq. Class of '98-'99	Partner Quatela, Hargraves & Chimeri, PLLC 888 Veterans Memorial Highway Suite 530 Hauppauge, NY 11788	*Chairman Emeritus* 631-482-9700 631-482-9707 Fax [redacted] jaq@qhclaw.com
Andrée Sanquini Class of '06-'07	[redacted]	[redacted]
C. Glenn Schor Class of '10-'11	Chief Operating Officer The Treeline Companies 200 Garden City Plaza Garden City, NY 11530	516-837-8000 516-837-8500 Fax Glenn.Schor@Treelinecompanies.com
Michael T. Schroder, Esq. Class of '92-'93	Partner Schroder & Strom, LLP 114 Old Country Road Suite 218 Mineola, New York 11501	*Chairman Emeritus* 516-742-7430 516-742-7433 Fax Mts@nytaxreview.com
Dominick J. Scotto Class of '95-'96	President USI Construction Practice Group 333 Earle Ovington Blvd. Suite 800 Uniondale, NY 11553	*Board Member Emeritus* 516-419-4089 516-362-8914 Fax Dominick.Scotto@usi.biz
Cathy Stanton Class of '14-'15	Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP 25 Newbridge Road Suite 203 Hicksville, NY 11801	*Secretary* 516 471-1748 516 742-3994 fax [redacted] cstanton@workerslaw.com
Bruce A. Watterson Class of '12-'13	Senior Vice President/Group Director Signature Bank 1225 Franklin Avenue Garden City, NY 11530	*1st Vice Chairman* 516-408-5015 516-205-4246 bwatterson@signatureny.com
Angelo Zaffuto Class of '95-'96	President Zaffuto Construction Co., Inc. 162 Atlantic Ave. Lynbrook, NY 11563	*Board Member Emeritus* 516-887-1400 516-887-1944 Fax angelo@zaffuto.org

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.

Rebecca Bell / COO 10/29/15

Name and Title of Authorized Representative m/d/yy

Rebecca Bell REBECCA BELL, CHIEF OPERATING OFFICER 10/29/15

Signature Date

EAC, Inc.

Name of Organization

50 Clinton St. Suite 107 Hempstead NY 11550

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.

CLS5150000 68

Nassau County Interim Finance Authority

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

1. Vendor: EAC, Inc. d/b/a Education & Assistance Corporation

2. Dollar amount requiring NIFA approval: $ 16,667.00

Amount to be encumbered: $ 16,667.00

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: 01/01/15 to 12/31/15

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated service.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 100
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:

EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

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:

Education & Assistance Corporation (HEAP/WRAP) 1/1/15 to 12/31/15 ($300,000.00)
Education & Assistance Corporation (Conciliation) 1/1/15 to 12/31/15 ($119,917.00)
Education & Assistance Corporation (Project Support) 1/1/15 to 12/31/15 ($150,000.00)

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Deller 11/30/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

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.

R24

[redacted] Amendment in the Nature of a Substitution for E-24-16

This Amendment deletes references to the proposed hourly rate increase under Amendment # 3 in the Contract Routing Details sheet, Comptroller Approval Form, and NIFA Contract Approval Request Form.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15 P 4: 36

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

E-24-16 ~~247-15~~

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000033 NIFS Entry Date: 12/02/2015 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal ☐	
Amendment # 3	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/10/15	William Cote	Yes ☐ No ☐ Not required if blanket resolution
12/11/15	County Attorney	*CA RE&I Verification* ☑	12/11/15		
	County Attorney	*CA Approval as to form* ☐	12/11/2015		Yes ☒ No ☐
	LBG Legislative Affairs	*Fw'd Original K to CA* ☐	12/14/15	Concetta A. Petrucci	
	LBG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
12/14/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/14/15		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 3.

Purpose: Amendment # 3 to an outside counsel contract. The law firm under this contract provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This amendment increases the maximum amount.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The contract was originally procured as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to amendment # 2, the hourly rates were increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: **$395,000.00**

Change in Contract from Prior Procurement: **N/A**

Recommendation: **approve as submitted**

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$395,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$395,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$395,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$395,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

Amendment in the Nature of a Substitution for

This Amendment deletes the proposed hourly rate increase.

E-24-16

RULES RESOLUTION NO. 24-2016

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel contract with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT15000033)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012, and amended by amendment # 1 on January 29, 2015, and amendment # 2 on December 9, 2014. 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 as described under the original contract

package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to amendment # 2, the hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors. No sub-contractors identified at this time.

<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

12/3/16

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 23, 2012, as amended by amendment one (1), County contract amendment number CLAT13000034 executed on behalf of the County on January 29, 2014, and as amended by amendment two (2), County contract amendment number CLAT14000032 executed on behalf of the County on December 9, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until December 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety-five Thousand Dollars ($695,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Ninety Thousand Dollars ($1,090,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: December 2, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/7/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2015 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Parrone Lopes Devereaux & Westerman 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

DANIEL F. GRIPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2017

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

On the 3rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

certified copy of contract received on 05/24/2012 LL

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT12000011 NIFS Entry Date: 04/16/2012 Term: from August 1, 2011 - July 31, 2012

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

Date Rec'd.	Department	Internal Verification	Date Appv'd & Fw'd	Signature	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	4/20/12		Yes ☐ No ☐ Not required if blanket resolution
4/20/12	County Attorney	CA RE&I Verification ☑	4/20/12		
	County Attorney	CA Approval as to form ☐	04/23/2012		Yes ☐ No ☒
	LEG: Legislative Affairs	Fw'd Original K to CA ☐			
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/23/2012		
	County Comptroller	NIFS Approval ☑	5/8/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/23/12		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Original Contract.

Purpose: To represent the County with regard to setting the sewer rates.

Method of Procurement: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Procurement History: New contract.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: **$25,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract	☐	XXXXXXX
County		$25,000.00
Federal		$
State		$
Capital		$
Other		$
	TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$25,000.00
2		$
3	4/20/12	$
4		$
5		$
6		$
	TOTAL	$25,000.00

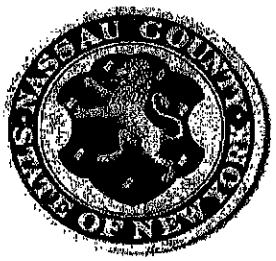
RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/23/12
Date 5/7/12	Date 5/3/12	(For Office Use Only) E #:

PR5254 (8/04)

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CQAT12000011)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/17/2012

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

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office at 81 Main Street, Suite 510, White Plains, New York 10606 ("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.

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

1. Term. This Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. (a) The services to be provided by Counsel under this Agreement ("Services") shall consist of representing the County with regard to setting the sewer rates.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"). Compensation for Services shall be paid in accordance with the following rates: the hourly rates, whether in court or out of court, of Two Hundred Twenty-five Dollars ($225.00) for partners, counsel and associates, and Ninety Dollars ($90.00) for paralegals. Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees 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 bill stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, and contains a detailed itemized list of reasonable and necessary expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the

"Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, 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. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

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

9. No Conflict Representation. 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, diligently defend, at Counsel's own risk and expense, any and all suits, actions, or which may be brought or instituted against one or more Indemnified Parties for which responsible under this Section, and, further to Counsel's indemnification obligations, Co 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 an 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 limit 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

Attorney, 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 County Attorney, 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.

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney 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 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 Department head at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be

excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals and any third-party 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, Counsel and the County have executed this Agreement as of the Effective date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____

Name: Josh J. Meyer

Title: Partner

Date: April 6, 2012

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: 4/17/2012

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

Deputy County Executive

Date: 5/23/12

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of April in the year 2012 before me, the undersigned, personally appeared Josh Meyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 16, 2015

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

On the 17 day of April in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

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

On the 23 day of May in the year 2012 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 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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 Principal of Contractor is:

   Teno A. West
   _____ (Name)

   81 Main Street, Suite 510, White Plains, NY 10601
   _____ (Address)

   (914) 898-2400
   _____ (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:

   N/A

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:

N/A

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.

April 6, 2012

Dated

Signature of Principal

Teno A. West

Name of Principal

Sworn to before me this

___6th___ day of ____April_____, 2012.

Notary Public

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 18, 2015

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC - OPERATING ACCOUNT
Nassau County

03/27/2012	Nassau County	05035-TAW	160.00

03/27/2012 000012556 160.00

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC
OPERATING ACCOUNT
317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RI 02908

Bank of America.

57-1-115

DATE 03/27/2012

AMOUNT ********160.00

One Hundred Sixty and 00/100 Dollars

PAY TO THE ORDER OF
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

Gary R. Pannone
AUTHORIZED SIGNATURE

Security features. Details on back.

[redacted]

certified contract received on 02/03/2014 LN

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

E-249-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000034 NIFS Entry Date: 11/26/2013 Term: August 1, 2011 – December 31, 2014

New ☐ Renewal ☐	
Amendment # 1 X	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	11/27/13		☑ YES
11/27/13	County Attorney	CA RE&I Verification ☑	11/27/13		
	County Attorney	CA Approval as to form ☐	12/02/2013		
	LEG Legislative Affairs	Fw'd Original K to CA ☐	12/2/13	Gregory A. Meyer	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	12/11/2013		
	County Comptroller	NIFS Approval ☑	12/23/13	CGL 12/24/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/2/13		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 1.

Purpose: Outside counsel contract. The original agreement is to represent the County with regard to setting the sewer rates. This amendment extends the term of the Original Agreement, increases the maximum amount, and provides for additional services to represent the County in connection with the County's Wastewater System.

Method of Procurement: For the services added under this amendment, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement.

Procurement History: The contract was original procured as described under the original contract package, attached to this agreement.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $375,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract ☐		XXXXXXX
County		$375,000.00
Federal		$
State		$
Capital		$
Other		$
	TOTAL	$375,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$375,000.00
2		$
3	11/27/13	$
4		$
5		$
6		$
	TOTAL	$375,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/2/13
Date 12/30/13	Date 12/30/13	(For Office Use Only) E #:

PR5254 (8/04)

G-249-13

RULES RESOLUTION NO.365 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/9/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT13000034)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012. 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 as described under the original contract package, attached to this agreement. For the services added under this amendment, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 1
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000011 between the County and Counsel, executed on behalf of the County on May 23, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with representing the County with regard to setting the sewer rates, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, amend the Services, and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Services. In addition to the Services set forth under the Original Agreement, Counsel shall also represent the County in connection with the County's Wastewater System.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Seventy-five Thousand Dollars ($375,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Four Hundred Thousand Dollars ($400,000.00) (the "Amended Maximum Amount").

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: November 30, 2013

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: Acting County Attorney
Date: _____

NASSAU COUNTY

By: _____
Name: Richard Corcoran
Title: County Executive
☒ Deputy County Executive
Date: 4/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW JERSEY)
)ss.:
COUNTY OF BERGEN)

On the 30th day of November in the year 2013 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Bergen; that he is a Partner of Pannone Lopes Devereaux & West LLC, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

ALFRED M. ELIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires April 24, 2014

NOTARY PUBLIC

Sworn to and subscribed before me this 30 day of Nov. 2013

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

On the 2nd day of December in the year 2013 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is Acting County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

NOTARY PUBLIC

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

On the 29 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

LUNGLE-SIDEU

Contract ID#:CQAT12000011

Certified contract received on 01/04/2015

Department: County Attorney/County Executive

E-291-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000032 NIFS Entry Date: 11/20/2014 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal	☐
Amendment # 2	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	11/20/14		Yes ☐ No ☐ Not required if blanket resolution
11/21/14	County Attorney	CA RE&I Verification ☑	11/21/14		
	County Attorney	CA Approval as to form ☐	11/21/2014		Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	11/21/14		
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	12/04/2014		
	County Comptroller	NIFS Approval ☑	12/12/2014		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/19/14		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney County Executive

Contract Summary

Description: Amendment # 2.

Purpose: Amendment # 2 to an outside counsel contract. The law firm under this contract provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This amendment extends the term of the Original Agreement, increases the maximum amount, and amends the hourly rates.

Method of Procurement: Contract amendment. See procurement history below. The hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Procurement History: The contract was originally procured as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 max increase, but only a $.01 encumbrance at this time as per the attached amendment.

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	J. Senato 4/24/14	$
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: Lisa Tran	Name: Tony Manuzzi	Date: 12/9/14
Date: 1/6/15	Date: 1/5/15	(For Office Use Only) E #:

PR5254 (8/04)

E-291-14

RULES RESOLUTION NO 322 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

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 Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT14000032)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012 and amended on January 29, 2014. 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 as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the rate increase for the firm, which is still below some of the other firms on the panel. Lastly, the rate increase has been authorized because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

Pannone Lopes Devereaux & West LLC
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Managing Member

Matthew A. Lopes
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William P. Devereaux
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William E. O'Gara
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

Teno A. West
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2400
Member

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 23, 2012, and as amended by amendment one (1), County contract amendment number CLAT13000034 executed on behalf of the County on January 29, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until December 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Thousand Dollars ($400,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, and amend the hourly rates of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Payment. For the period August 1, 2011 through December 31, 2014, the hourly rates provided under the Original Agreement shall remain in effect. Effective January 1, 2015, compensation for Services performed under this Amended Agreement shall be paid at the following rates: the hourly rates, whether in court or out of court, shall be Two Hundred Fifty Dollars ($250.00) for partners, counsel, and associates, and Ninety Dollars ($90.00) for paralegals.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Ninety-five Thousand Dollars ($295,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Six Hundred Ninety-five Thousand Dollars ($695,000.00) (the "Amended Maximum Amount").

4. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that there shall be no initial encumbrance under this Amendment. Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

5. 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.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: November 20, 2014

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 11/24/17

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

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

On the 20th day of November in the year 2014 before me personally came Josh T. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Fanone Lopez Development, 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.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 20th day of November in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 6th day of December in the year 2014 before me personally came Richard K. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6029828
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT12000011

Certified advisement received on 07/20/2015

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000006 NIFS Entry Date: 05/01/2015 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal ☐	
Advisement # 1	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person Josh Meyer
	Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address 1 West Street, Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/27/15		Yes☐ No☐ Not required if blanket resolution
	County ~~Executive~~ Comptroller	Notarization ☐ Filed with Clerk of the Leg. ☐	7/6/15		9/2/15
6/4/15	County ~~Comptroller~~ Executive	NIFS Approval ☐	6/4/15		

Contract ID#: CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to provide legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This advisement is to encumber additional funds pursuant to the terms of the original contract.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: The contract was originally procured as described under the original contract package, attached to this advisement. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 ($295,000.00 previous increase pursuant to amendment # 2, but only $.01 encumbered. This advisement is encumbering the remaining previously authorized unencumbered balance of $295,000.00).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$295,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$295,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$295,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$295,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date 7/6/15	(For Office Use Only) E #:

PR5254 (8/04)

COUNTY OF NASSAU

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

1. Name of the Entity: Pannone Lopes Devereaux & West LLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, NY 10601

2. Entity's Vendor Identification Number: 11-3769678

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):

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

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.

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: November 24, 2015

Signed: Teno A. West

Print Name: Teno A. West

Title: Principal

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Pannone Lopes Devereaux & West, LLC (CLAT15000033)

2. Dollar amount requiring NIFA approval: $ 395,000.00

Amount to be encumbered: $ 395,000.00

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: 08/01/2011-12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is being sent for approvals

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The law firm under this contract provides legal services to the County. This amendment increases the maximum amount.

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:

-CLAT14000030, encumbered $100,000, max amount $395,000, encumbered on 11/03/2014; -CLAT15000032, to be encumbered and max amount $395,000, currently in approval process
-CCAT14000027, encumbered $.01, max amount $175,000, encumbered on 11/03/2014
-CLAT14000032, encumbered $.01, max amount $295,000, encumbered on 01/08/2015
-CLAT15000009, encumbered $100,000, max amount $495,000 (although only $100,000 approved by NIFA), encumbered on 09/09/2015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon 12/10/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

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.

R2r

[redacted] Amendment in the Nature of a Substitution for E-25-16

This Amendment deletes references to the proposed hourly rate increase under Amendment # 5 in the Contract Routing Details sheet, Comptroller Approval Form, and NIFA Contract Approval Request Form.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15 P 4: 35

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

E-25-16 ~~E-248-15~~

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000032 NIFS Entry Date: 12/02/2015 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal	☐
Amendment # 5	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor		County Department
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678	Department Contact: Daniel Gregware
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer	Address: One West Street, Mineola, New York 11501
	Phone: (914) 898-2429	Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐		[illegible]	
	OMB	NIFS Approval ☐	12/10/15	William Cole	Yes ☐ No ☐ Not required if blanket resolution
12/11/15	County Attorney	CA RE&I Verification ☑	12/11/15	[illegible]	
	County Attorney	CA Approval as to form ☐	12/11/2015	[illegible]	Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	12/14/15	Concetta A. Petrucci	
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	County Comptroller	NIFS Approval ☐			
12/14/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/14/15	[illegible]	

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 5 to outside counsel contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: **$395,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$395,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$395,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$395,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$395,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/10/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

Amendment in the Nature of a Substitution

This Amendment deletes the proposed hourly rate increase.

E-25-16

RULES RESOLUTION NO. 25-2016

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel contract with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT15000032)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, amendment # 3 on December 1, 2014, and amendment # 4 on November 5, 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 the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

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 conducting2a 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. No sub-contractors identified at this time.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/3/15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014, and as amended by amendment four (4), County contract amendment number CLAT15000009 executed on behalf of the County on November 5, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Four Hundred Fifteen Thousand Dollars ($1,415,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Eight Hundred Ten Thousand Dollars ($1,810,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: December 2, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/3/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2015 before me personally came Josh T. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereaux & West LLC 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

DANIEL R GRUPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2017

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

On the 3rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received on 05/23/2012

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT12000010 NIFS Entry Date: 04/16/2012 Term: from August 1, 2011 - July 31, 2012

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: 516 571 1675	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	4/20/12		Yes ☐ No ☐ Not required if blanket resolution
4/20/12	County Attorney	CA RE&I Verification ☑	4/20/12		
	County Attorney	CA Approval as to form ☐	04/23/2012		Yes ☐ No ☒
	LEG: Legislative Affairs	Fw'd Original K to CA ☐			
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/23/2012		
	County Comptroller	NIFS Approval ☒	5/2/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/11/12		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Original Contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

Method of Procurement: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Procurement History: New contract.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$25,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/11/12
Date 5/9/12	Date 5/15/12	(For Office Use Only)
		E #:

PR5254 (8/04)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CQAT12000010)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

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 servi...

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/17/2012

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.***

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office at 81 Main Street, Suite 510, White Plains, New York 10606 ("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.

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

1. Term. This Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this Agreement, provided, ~~however, the County may renew this Agreement under the same terms and conditions for one (1)~~ additional one (1) year period.

2. Services. (a) The services to be provided by Counsel under this Agreement ("Services") shall consist of representing the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"). Compensation for Services shall be paid in accordance with the following rates: the hourly rates, whether in court or out of court, of Two Hundred Twenty-five Dollars ($225.00) for partners, counsel and associates, and Ninety Dollars ($90.00) for paralegals. Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees 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 bill stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, and contains a detailed itemized list of reasonable and necessary expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by

the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, 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. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

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

9. No Conflict Representation. 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 limit 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 Attorney, 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 County Attorney, 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.

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney 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 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 Department head at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as

not conflicting.

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

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals and any third-party 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, Counsel and the County have executed this Agreement as of the Effective date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____

Name: Josh J. Meyer

Title: Partner

Date: April 6, 2012

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: 4/12/2012

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

☒ Deputy County Executive

Date: 5/11/12

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of April in the year 2012 before me, the undersigned, personally appeared Josh Mayer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 18, 2015

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

On the 17 day of April in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he ~~resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal~~ corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

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

On the 11 day of May in the year 2012 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 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.

Chief Deputy

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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 Principal of Contractor is:

   Teno A. West
   _____ (Name)

   81 Main Street, Suite 510, White Plains, NY 10601
   _____ (Address)

   (914) 898-2400
   _____ (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:

   N/A

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:

N/A

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.

April 6, 2012

Dated

Signature of Principal

Teno A. West

Name of Principal

Sworn to before me this

___6th___ day of ____April_____, 2012.

Notary Public

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 16, 2015

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC - OPERATING ACCOUNT

Nassau County 3/27/12 $ 160.00

[redacted]

Bank of America.

PANNONE LOPES DEVEREAUX & WEST LLC
OPERATING ACCOUNT
317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RI 02908

57-1-115

One hundred, sixty dollars and 00/100********** DATE 3/27/12 AMOUNT 160.00

PAY TO THE ORDER OF
Nassau County
1550 Franklin AVenue
Mineola, NY 11501

Gary R. Pannone
AUTHORIZED SIGNATURE

Security features. Details on back.

[redacted]

Certified contract received on 02/15/2013

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

E-162-12

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT12000015 NIFS Entry Date: 06/12/2012 Term: from August 1, 2011 - July 31, 2013

New ☐ Renewal	☐
Amendment	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	1/20/12		Yes ☐ No ☐ Not required if blanket resolution
7/12/12	County Attorney	CA RE&I Verification ☑	7/12/12		
	County Attorney	CA Approval as to form ☐	5/16/2012		Yes ☐ No ☐
7/10/12	LEG Legislative Affairs	Fw'd Original K to CA ☐	7/10/12		
	LEG Rules ☐/ Leg. ☐	☐			
11/14/2012	County Attorney	NIFS Approval ☐	11/14/2012		
	County Comptroller	NIFS Approval ☑	1/7/13		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	7/11/12		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 1

Purpose: Contractor will assist the County with procuring a developer or developers to privately finance redevelopment of the Nassau Hub. The Nassau Hub consists of 76 acres including the Nassau Coliseum and surrounding County-owned property. Redevelopment will be 100% privately financed and will bring sorely needed jobs, economic opportunities and revenue to Nassau County.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: **$200,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$200,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$200,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$200,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$200,000.00

7/12/12

APPROVED: INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/11/12
Date 1/8/13	Date 1/7/13	(For Office Use Only) E #:

PR5254 (8/04)

E-16212

RULES RESOLUTION NO. 211 – 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9/10/12
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT12000015)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012. 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 the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/15/2012

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 1
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2013, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars ($200,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Two Hundred Twenty-five Thousand Dollars ($225,000.00) (the "Amended Maximum Amount").

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.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: June 7, 2012

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 6/15/2012

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/13/13

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of June in the year 2012 before me personally came Josh Mayer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereux + West, 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

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in New York County
Commission Expires ~~September 04, 2011~~
December 1, 2015

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

On the 15 day of June in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 13 day of February in the year 2013 before me personally came Richard P. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#:CQAT12000010

Certified contract received on 06/11/2013 LN

Department: County Attorney/County Executive

E-94-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000014 NIFS Entry Date: 04/01/2013 Term: from August 1, 2011 - July 31, 2014

New ☐ Renewal ☐	
Amendment # 2	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/1/13	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☑	4/1/13	Lisa LoCurto	
	OMB	NIFS Approval ☐	4/1/13	[illegible]	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	CA RE&I Verification ☐	04/01/2013	[illegible]	
	County Attorney	CA Approval as to form ☐	04/01/2013	[illegible]	Yes ☐ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	4/11/2013	Gregory A. Meyer	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/16/2013	[illegible]	
	County Comptroller	NIFS Approval ☑	4/23/13	CGL 4/23/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/7/13	[illegible]	

PR5254 (8/04)

Contract ID#:CQA12000010

Department: County Attorney County Executive

Contract Summary

Description: Amendment # 2

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term and increases the maximum amount

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$300,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 6/7/13
Date 4/24/13	Date 4/23/13	(For Office Use Only) E #:

PR5254 (8/04)

E-94-13

RULES RESOLUTION NO. 135 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/8/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. -- 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT13000014)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 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 the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal: **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lisa LoCurto
Department Head Signature (Chief Dep Clk.)

4/1/13
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

Amendment No. 2
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, and as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2013, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Twenty-five Thousand Dollars ($225,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2014, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thousand Dollars ($300,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Amended Maximum Amount").

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.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: March 29, 2013

NASSAU COUNTY

By: Lisa LoCurto
Name: ~~John Ciampoli~~
Title: Chief County Attorney
Date: 4/1/13

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 6/7/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On the 29th day of March in the year 2013 before me personally came Josh J. Meyer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Bergen, State of New Jersey, that he is a Partner of Pannone Lopes Devereaux & West LLC, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in New York County
Commission Expires ~~September 04, 2011~~ December 1, 2015

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

On the 1 day of April in the year 2013 before me personally came Lisa LoCurto ~~John Ciampoli~~ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199646
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

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

On the 7 day of June 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

(N0083759 V 1)4

ATTACHMENT TO WORKSHEET #

Contract ID#:CQAT12000010

Certified contract received on 11/10/2014 LM

Department: County Attorney/County Executive

E-226-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000030 NIFS Entry Date: 09/19/2014 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal ☐	
Amendment # 3	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	9/22/14		Yes ☐ No ☐ Not required if blanket resolution
9/24/14	County Attorney	CA RE&I Verification ☑	9/25/14		
	County Attorney	CA Approval as to form ☐	9/25/14		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	9/25/14	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	10/31/14		
	County Comptroller	NIFS Approval ☐	11/10/14		10/20/14
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/11/14		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 3 to outside counsel contract

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term, increases the maximum amount and increases the hourly rates of the contract.

Method of Procurement: Contract amendment. See procurement history below. The hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $395,000.00 increase to maximum amount, but only $100,000.00 encumbrance at this time as per the contract

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	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$100,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000.00

APPROVED 9/29/14 DATE
INSURANCE SECTION
REAL ESTATE BUREAU
COUNTY ATTORNEY

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/1/14
Date 11/3/14	Date 10/31/14	For Office Use Only E #:

PR5254 (8/04)

E-226-14

RULES RESOLUTION NO. 735-2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT14000030)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013 and amendment # 2 on June 7, 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 the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. This amendment increases the hourly rates because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/27/17

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

Pannone Lopes Devereaux & West LLC
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Managing Member

Matthew A. Lopes
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William P. Devereaux
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William E. O'Gara
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

Teno A. West
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2400
Member

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, and as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2016, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Payment. For the period August 1, 2011 through September 30, 2014, the hourly rates provided under the Original Agreement shall remain in effect. Effective October 1, 2014, compensation for Services performed under this Amended Agreement shall be paid at the following rates: the hourly rates, whether in court or out of court, shall be Two Hundred Fifty Dollars ($250.00) for partners, counsel, and associates, and Ninety Dollars ($90.00) for paralegals.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Nine Hundred Twenty Thousand Dollars ($920,000.00) (the "Amended Maximum Amount").

4. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars ($100,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

5. 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.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: September 19, 2014

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 9/24/14

NASSAU COUNTY

By: _____
Name: Richard Rizzuto
Title: County Executive
☐ Deputy County Executive
Date: 12/1/14

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of September in the year 2014 before me personally came Josh J. Mogel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen NJ; that he or she is the Manager of [illegible]; 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

DENNIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified in Nassau County
Commission Expires April 03, 2015

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

On the 22nd day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6069854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 1 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6229026
Qualified in Nassau County
Commission Expires April 02, 2016

Certified advisement received on 03/13/2015 L.h.

Contract ID#: CQAT12000010

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000002 NIFS Entry Date: 01/05/2015 Term: August 1, 2011 – July 31, 2016

New ☐ Renewal	☐
Advisement # 1	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	2/26/15		Yes☐ No☐ Not required if blanket resolution
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/9/15		
	County Comptroller	NIFS Approval ☐	3/3/15	SB	3/2/15

PR5254 (8/04)

Contract ID#: CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This advisement is to encumber additional funds pursuant to the terms of the original contract.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. The hourly rates have been previously increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 ($395,000.00 previous increase pursuant to amendment # 3, but only $100,000.00 encumbered. This advisement is encumbering the remaining previously authorized unencumbered balance of $295,000.00).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$295,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$295,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$295,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$295,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an encumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 2/9/15
Date 3/4/15	Date 3/3/15	(For Office Use Only) E #:

PR5254 (8/04)

Contract ID#:CQAT12000010

Certified contract received on 11/6/2015 LN

Department: County Attorney/County Executive

E-132-15

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000009 NIFS Entry Date: 06/22/2015 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal ☐	
Amendment # 4	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	07/26/15		Yes ☐ No ☐ Not required if blanket resolution
7/2/15	County Attorney	CA RE&I Verification ☑	7/2/15		
	County Attorney	CA Approval as to form ☐	07/02/2015		Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	7/6/15	Corette A. Schreck	
	LEG: Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/14/2015		
	County Comptroller	NIFS Approval ☑	07/9/15		8/1/15
7/16/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	7/16/15		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 4 to outside counsel contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $495,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$495,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$495,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$495,000.00
2		$
3		$
4	R. Ovuoto 7/3/15	$
5		$
6		$
	TOTAL	$495,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name	Date 7/6/15
Date 9/9/2015	Date 9/9/15	(For Office Use Only) E #:

PR5254 (8/04)

RULES RESOLUTION NO. 164 - 2015

E-13-2-15

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-13-15
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

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: Pannone Lopes Devereaux & West, LLC (CLAT15000009)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, and amendment # 3 on December 1, 2014. 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 the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/24/2015

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

RULES RESOLUTION NO. – 2015

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, and as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Twenty Thousand Dollars ($920,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Ninety-five Thousand Dollars ($495,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Four Hundred Fifteen Thousand Dollars ($1,415,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh T. Meyer
Title: Partner
Date: June 19, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: June 24, 2015

NASSAU COUNTY

By: _____
Name: Chandy Rhodes
Title: County Executive
☑ Deputy County Executive
Date: 11/5/15

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of June in the year 2015 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereaux & West 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

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6179930
Qualified in New York County
Commission Expires ~~September 04, 2011~~ December 1, 2015

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

On the 24 day of JUNE in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the 5th day of November in the year 2015 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.

Concetta A. Petrucci

NOTARY PUBLIC

Notary Public, State of New York
No. [illegible]
Qualified in Nassau County
Commission Expires April 05, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: Pannone Lopes Devereaux & West LLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, NY 10601

2. Entity's Vendor Identification Number: 11-3769678

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):

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

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.

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: November 24, 2015

Signed: Teno A. West

Print Name: Teno A. West

Title: Principal

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Pannone Lopes Devereaux & West, LLC (CLAT15000032)

2. Dollar amount requiring NIFA approval: $ 395,000.00

Amount to be encumbered: $ 395,000.00

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: 08/01/2011-07/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is being sent for approvals

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the 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:

-CLAT14000030, encumbered $100,000, max amount $395,000, encumbered on 11/03/2014; -CLAT15000033, to be encumbered and max amount $395,000, currently in approval process
-CQAT14000027, encumbered $.01, max amount $175,000, encumbered on 11/03/2014
-CLAT14000032, encumbered $.01, max amount $295,000, encumbered on 01/05/2015
-CLAT15000009, encumbered $100,000, max amount $495,000 (although only $100,000 approved by NIFA), encumbered on 09/09/2015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 12/10/15

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQSS16000001

Department: Social Services

E-26-16

Contract Details

SERVICE Non Secure Detention Center

NIFS ID #: CQSS16000001 NIFS Entry Date: 12/ 28 /15 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name MercyFirst	Vendor ID# 111635089
Address 525 Convent Road Syosset, NY 11791	Contact Person Gerard McCaffery Email gmccaffery@mercyfirst.org
	Phone 516 921-0808 Fax 516 921-4542

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

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) ☐	12/28/15		
	OMB	NIFS Approval ☐	12/31/15		Yes ☒ No ☐ Not required if blanket resolution
1/6/16	County Attorney	CA RE & Insurance Verification ☑	1/6/16		
1/6/16	County Attorney	CA Approval as to form ☑	1/6/16		
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/6/16	Concetta A Petrucci	
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/15/16		

2016 JAN 15 P 12:10

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (8/04)

Contract ID#: CQSS16000001 Department: Social Services

Contract Summary

Description Non Secure Detention Center

Purpose: We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. *(New Contract.)*

Method of Procurement: Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. MercyFirst is a good partner to DSS as they are flexible and accommodating. The cost is reasonable.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JD's. They will provide full time care for eligible children referred to their facility.

Impact on Funding / Price Analysis: State 49% County 51%

Change in Contract from Prior Procurement: No Change

G. Ferretti 1/6/16

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	68
Resp:	6800
Object:	ww818
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$293,750.00
Federal	$
State	$281,750.00
Capital	$
Other	$
TOTAL	$ 575,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	WW818//SSGEN6800	$ 575,000.00
2		$
3		$
4		$
5		$
6	WW818//SSGEN6800	$
	TOTAL	$ 575,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only) E #:

126135

PR5254 (8/04)

E-26-16

RULES RESOLUTION NO. 26 – 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 SOCIAL SERVICES AND MERCYFIRST

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-26-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7.

WHEREAS, the County has negotiated a personal services agreement with MercyFirst for the placement into non-secure detention of eligible Persons in Need of Supervision and Juvenile Delinquents, 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 MercyFirst.

CQSS1600001

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: MercyFirst

CONTRACTORADDRESS: 525 Convent Road, Syosset, NY 11791

FEDERAL TAX ID #: 111635089

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

~~**II. ☐ The contractor was selected pursuant to a Request for Proposals.**~~
~~The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest ranking proposer was selected.~~

MK

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. (SEE MEMO ATTACHED)

☐ **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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12-28-15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

126137

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: MERCY FIRST NON SECURE DETENTION

Service Provided: .....

Evaluation Period: From: *January 1, 2015* **To:** *October 31, 2015*

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: .....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? *Yes* *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 28, 2015

Subject: MercyFirst (Non-Secure Detention Services)
New Contract 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 10, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126149

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 10, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: MercyFirst
Non-Secure Detention Services New 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125448

NON-SECURE DETENTION SERVICES AGREEMENT

THIS AGREEMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department"), and (ii) mercyFirst, a not-for-profit corporation, having its principal office at 525 Convent Road, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term.

This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

2. Definitions.

(a) Detention. Shall mean the temporary care and maintenance, away from the home, of children held pursuant to Article 3 or 7 of the Family Court Act; or held pending a hearing for alleged violation of the conditions of release from a school, center or youth center of the division; or held pending return to a jurisdiction other than the one in which the child is held; or held pending return from Absence Without Official Authorization ("AWOL"); or held pursuant to a securing order of a criminal court if the person named therein as principal is under the age of sixteen (16); or held pending transfer pursuant to sentence.

(b) Juvenile Detention Facility. Shall mean a facility certified by the New York State Division for Youth ("Division"), for the care of children detained in accordance with provisions of the Family Court Act, regulations of the Division, and the Criminal Procedure Law.

(1) No Juvenile Detention Facility shall be located in a building which is also used as an adult detention or jail facility.

(2) If a Juvenile Detention Facility is located on premises adjacent to an adult detention or jail facility, there must be total sight and sound separation between the facilities.

(3) A Juvenile Detention Facility shall not share program space with any other type of program or facility without the prior written consent of the Division and Department.

(c) Non-Secure Detention Facility ("NSD"). Shall mean a Juvenile Detention Facility characterized by the absence of physically restricting construction, hardware and procedures. A NSD may be a family boarding home, agency-operated boarding home, group care or institutional facility and nonresidential programs and services as defined herein.

(1) Non-secure detention family boarding care facility shall mean a family boarding home, certified by the Division, to provide care for one to six children, and operated in accordance with Title 9 NYCRR Part 180.

(2) Non-secure detention agency-operated boarding care facility shall mean a family-type home, certified by the Division, to provide care for one through six children, and operated in accordance with Title 9 NYCRR Part 180.

(3) Non-secure detention group care facility shall mean a facility, certified by the Division, to provide detention care for 7 through 12 children, and operated in accordance with Title 9 NYCRR Part 180.

(4) Non-secure detention institutional facility shall mean a facility, certified by the Division, to provide care for 13 or more children, operated in accordance with this Title 9 NYCRR Part 180.

(d) Holdover Facility. Shall mean a juvenile detention facility with physically restricting features within which care may be provided for not more than 48 hours

(e) Fixed Bed . Shall mean the New York State Office of Children and Family Services ("OCFS") approved and contractually established bed capacity set aside solely for the use of Nassau County on a Non-Decline Basis for all County eligible children, who have been referred from authorized sources. The Fixed Beds allocated for Nassau County shall be staffed and maintained in a state of readiness to accept referrals on a twenty-hour (24) a day, seven (7) day per week basis. Any change in the Fixed Bed Capacity must have the prior written approval of the Division and Department. As used in this section, "Non-Decline Basis" shall mean that the Contractor shall not refuse placement of any eligible Nassau County children referred by authorized sources.

(f) Temporary Care. Shall mean a period of not more than forty five (45) days.

(g) Resident(s). Children and youth ages ten (10) through seventeen (17) years with a finding or pending finding of being a Person in Need of Supervision ("PINS") or a Juvenile Delinquent ("JD"), and ordered to detention by a Family Court ("Court") Judge or apprehended on a PINS/JD warrant. Individuals may be over seventeen (17) years old when the Court has continued its jurisdiction.

3. Regulatory Requirements/Compliance

At all times Contractor shall:

(a) Comply with all applicable New York State statutes, OCFS rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over the operation of NSDs and the care of persons placed therein, including but not limited to New York State Family Court Act, New York State Executive Law Article 19-G, Title 9 New York Codes, Rules and Regulations Part 180, Title 8 New York Codes, Rules and Regulations Part 116, and the rules and regulations of the New York State Education Department of Education.

(b) Be certified by OCFS to provide NSD services. Such operating certificate must be renewed and maintained continuously. Copies of the NSD facility operating certificate, OCFS inspection reports, and any corrective action plans shall be provided to the Department upon execution of this Agreement.

(c) The Contractor warrants that it has been certified by the New York State Office of Children & Family Services (OCFS) for receiving children charged as PINS or who have been adjudicated as JDs.

4. Program Model.

Contractor shall have in place an organizational/treatment program model ("Program Model") which shall address the various needs of the Residents, including but not limited to the medical, clinical and service needs of the Residents. Any such Program Model being implemented by Contractor shall comply with all applicable New York State statutory standards, OCFS rules and regulations and the Department's rules and regulations, including but not limited to OCFS Informational Letter 05-OCFS-INF-01. Upon execution of this Agreement, Contractor shall provide the Department with copies of OCFS' certification and/or approval of Contractor's Program Model.

5. Services.

The Services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) Maintain six (6) co-ed Fixed Beds for the non-secure detention of Residents. The NSD shall be located at 87 Shell Street, East Massapequa, NY 11787.

(b) Provide full-time care and maintenance for male Residents referred to Contractor for non-secure detention. Care and maintenance shall include, but shall not be limited to:

(1) Care and maintenance services customarily associated with out-of-home care, including: appropriate sleeping accommodations, well balanced diet, and supervision of Residents' health and personal hygiene.

(2) Supervision, attention and affection appropriate to age, the establishment of an emotional climate which encourages warm interpersonal relationships, trust, the development of sense of self-worth and self-discipline.

(3) Furnishing a modest amount of clothing to handle emergency clothing needs. Emergency clothing needs shall be defined as the items of clothing the Resident(s) reasonably needs depending on circumstances (e.g. during winter a Resident must have a winter coat). Contractor shall be responsible for informing parents of the Resident's clothing needs, which are generally to be provided by parents. Contractor shall prohibit Residents from having expensive jewelry, electronics or expensive clothing.

(4) Work with Residents to develop good personal hygiene practices. Contractor shall provide Residents with any hygiene articles not provided by families.

(c) When needed group the population by age.

(d) Maintain a capacity to accept eligible children detained, remanded, held or placed on an emergency basis, after Court hours, for all eligible children from authorized sources.

(e) Provide full-time care to eligible children referred to the group care facility in accordance with the rules and regulations of OCFS, the Department, all applicable New York State statutes, and the rules and regulations of all other governmental agencies having jurisdiction of the operation of non-secure group care facilities and the care of persons placed therein.

(f) Provide transportation for Residents to forensic evaluation appointments, court appointments, and medical appointments as part of full-time care.

(g) Comply with the following medical care requirements:

(1) An intake physical shall be administered pursuant to OCFS rules and regulations. Contractor within seventy-two (72) hours of intake shall cause a prompt health appraisal to be conducted upon each Resident. Contractor shall ensure the availability of psychiatric consultation services if necessary.

(2) Each Resident in continuous care for more than three (3) days shall have a complete physical examination, including a health appraisal, which shall be properly recorded.

(3) Any known extenuating medical condition(s) shall require an immediate assessment to be conducted by Contractor at the time of intake.

(4) The Contractor shall notify the Department immediately of any injury(ies) or illness(es) which may require hospitalization of any Resident. The Contractor shall use those medical services and providers approved and assigned by the Department except that in emergencies, the Contractor shall be allowed to use the best available facility, provider or services.

(5) The Contractor agrees to coordinate appointments for all routine intake or admission physical examinations, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(6) The Contractor agrees to coordinate appointments for required non-emergency medical services, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(7) The Contractor agrees to pay for the expenses of emergency medical services or in-hospital treatment directly to provider thereof, the expenses for which shall be reimbursed to the Contractor by the Department upon submission or properly documented claims.

(8) The Contractor shall be expected to procure the aforementioned medical services, as well as required non-emergency medical services, through local community based providers, the expenses of which shall be reimbursed by the Department. Contractor shall cooperate with the Department to maximize third party reimbursement for medical costs, including Medicaid and other health insurance.

(h) The Contractor shall comply, on a timely basis with requests by the designated representative of OCFS and/or the County for conformity to all applicable statutes, rules and regulations.

(i) Beds: Use, Revenues, Reimbursement Claims.

(1) The Contractor agrees that all Fixed Beds under this Agreement are reserved for the exclusive use of the County. Requests for use of any of the Fixed Beds reserved for the Department pursuant to this Agreement made from any source other than the Department shall be referred to the Department for its prior written approval. The Contractor shall not accept any PINS or JD youth from any non-County source prior to its request for and receipt of advance written approval from the Department. Failure to receive prior written approval from the Department shall result in a denial of reimbursement to the Contractor. In addition, Contractor agrees that the County shall be entitled to recover the following sums of money in the event it fails to receive prior written approval:

i. First occurrence: reimbursement of the used Fixed Bed per diem rate multiplied by the number of day(s) of non-Department bed use;

ii. Second occurrence: this Agreement shall be immediately terminated and Contractor shall reimburse the County pursuant to the rate specified in sub-section (1)i. above.

If receipt of prior written approval is impracticable during evening or weekend hours or an emergency circumstance, the Contractor shall obtain such written approval the next business day. Any request for reimbursement by Contractor for which prior written approval was not obtained by the following business day shall be denied.

This provision shall in no way be construed as a penalty clause nor shall it limit the County and/or the Department's remedies under this Agreement or the law.

(2) The Contractor acknowledges that the Department's decision to approve or disapprove said request for placement is at the Department's discretion, and is final and binding upon the Contractor.

(3) The Contractor will provide, on a monthly basis as an attachment to its payment-request voucher, a detailed census of all Residents in residence for each of the Fixed Beds and Excess Beds at the Facility, as set forth in Exhibits 1 and 2.

(4) The Contractor is responsible for obtaining payment of all fees for services from the non-County source in connection with the placement of any eligible non-County JD or PINS youth in any of the Fixed Beds or Excess Beds, and remitting such monies on a monthly basis to the Department. Such monies shall not be deducted by the Contractor as an offset from monthly payment-request vouchers, but must instead be remitted separately in accordance with Section 5 (i)(5) below.

(5) Any monies received by the Contractor from any non-County source(s) will be considered revenue. The Contractor must separately itemize, on a monthly basis, all revenue received from non-County sources for use of any of the Fixed Beds and/or Excess Beds in the Facility, accompanied by a detailed census report showing both the County and non-County sources of revenue. Such written itemization, which is subject to confirmation by the non-County source, must also include a line-item breakdown of each specific cost reimbursed by the non-County source, and must be attached to the monthly payment-request voucher. (For example, per diem payments by other Counties must be itemized to show exactly which expenses the rate includes.)

(6) All revenues generated for use of any of the Fixed Beds in the Facility must be separately reported as set forth herein, and may not be deducted by the Contractor as an offset from the payment-request voucher claim submitted by Contractor to the Department. Such revenue shall be remitted to the County separately in accordance with Section 5 (i) (5) above.

i. Under no instance will the County reimburse Contractor for costs under this Agreement that have been paid by or are payable by any non-County source, including but not limited to per diem fees for services earned by the Contractor. Any revenues received by Contractor that duplicate charges to the County shall be remitted to the County.

ii. Per diem fees. Per diem fees paid or payable to the Contractor by non-County sources are considered to be "all-inclusive," which means that such fees will be deemed to cover, among other costs, Facility operational expenses including, but not limited to, salaries and related fringe benefits, rental costs, and utilities. Therefore, any per diem fees paid or payable to Contractor by non-County sources for costs incurred for use of the Fixed beds shall be remitted to the County.

iii. Failure to remit non-County fees/revenues owing to the County in accordance with the above procedures will be deemed a material breach of the Agreement.

iv. Direct care expenses of non-County PINS and/or JDs utilizing any of the Fixed Beds in the Facility, including but not limited to transportation, food, medical costs, children's activities, and similar expenses, shall not be reimbursed by the County.

v. Any request for reimbursement that fails to comply with these procedures and limitations shall be denied.

iv. If the Contractor retains duplicate payment(s) from the County and any non-County source for any cost item under this Agreement, such will be considered a material breach and default of the Agreement, resulting in immediate termination of the Agreement for cause, and the County reserves its right to exercise any and all remedies available at law or in equity to resolve the matter.

(7) The Contractor shall ensure that the staff designated and furnished in the operation of its non-secure detention facility meet and possess all staffing requirements as defined by New York State Statute and all regulations of OCFS, including but not limited to, Juvenile Detention Facility Regulations Section 180.10, Non-Secure Detention Facility. The Contractor shall provide to the Department, within 30 days of contract submission, resumes for all proposed and continuing executive, administrative and program staff members, including their position title, area(s) of responsibility under this Agreement. The Contractor shall also identify, in writing and in advance of any promise of new or continued employment, any potential conflict(s) of interest that may exist with respect to both prospective and current employees (including management positions), such as family relationships between any employee(s) and among officers and/or board members, and provide a written plan satisfactory to the Department for how such conflict(s) will be resolved. Staff hired to perform services pursuant to this or any other Agreement with the County shall do so in strict compliance with any written position descriptions provided by the Department, and in accordance with all other procedures and provisions contained herein.

(8) The Contractor shall submit to the Department upon the final execution of this Agreement satisfactory proof of any and all licenses or certificates as may be required by the State of New York, or any of its departments, boards or agencies. Failure to acquire or maintain any such license or certificate shall be deemed a material breach of this Agreement.

(9) Contractor shall provide bi-lingual staff sufficient in number to provide effective communication and service delivery for non-English speaking clients.

(10) The Contractor shall notify the Department of all changes in its staff who are providing any Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors, and must also include reasons for the change along with a written statement describing the effect of the change on any County- funded contract, regardless of impact on per diem rates. Final advance written approval of such changes by the Department is required, and if it is not obtained, reimbursement to the Contractor may be denied.

(11) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with Residents or any other Department clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Residents or Department clients.

(l) Contractor shall develop and coordinate appropriate recreational and cultural activities. There shall be at least two (2) hours of recreation each school day and four (4) hours each vacation day and weekend day. Contractor may make use of community resources in providing recreation for Resident(s) in care.

(m)Contractor shall ensure that Resident(s) are allowed access to religious services. Participation shall be entirely voluntary and program staff shall not insist that a Resident participate in any such services.

6. Casework Services

(a) Contractor shall develop a service plan consistent with its Program Model that identifies immediate medical, mental health, education, recreation and other service needs and describes short-term plans for addressing those needs. Such plans should be followed up by case reviews and team meetings.

(b) Arranging to provide for required services such as medical, education and other such services as required by this Agreement or applicable law shall be part of casework services. The case manager or social worker shall be responsible for visiting each Resident daily at least during the first week of each Resident's placement.

(c) Casework services shall address Resident adjustment to the detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system.

(d) Behavior reports, incident reports and Court notifications shall be in written form and shall be forwarded to the Court within two business days of occurrence with a copy to the Department.

(d) Contractor shall coordinate closely with Department staff in providing timely and objective information regarding enrolled children and their families in support of quality and efficacy of service planning and delivery and the facilitation of expeditious reintegration into the community.

7. Educational Services

(a) Contractor shall ensure the provision of educational services which are appropriate to each Resident's needs and which shall comply with any and all applicable New York State laws and regulations, including but not limited to Title 8 NYCRR Part 116.

(b) Contractor shall provide a minimum of three (3) hours of instruction per day.

(1) Each Resident shall receive educational services by qualified and duly licensed staff at the NSD. The maximum group size for classes shall be one (1) teacher per twelve (12) students.

(2) Contractor shall contact the Resident's home school district with a goal of developing an optimal education plan for the duration of the Resident's stay in detention.

8. Transportation

(a) Contractor shall be responsible for transporting each Resident in its care to the Resident's Court appearance (including escorting each Resident to the Court room), probation related activities, and all medical, health and mental health services of routine and emergency nature within or outside Nassau County.

(b) Contractor shall also transport any Resident remanded by the Court to the NSD.

(c) Contractor shall be responsible for providing all transportation resources (e.g. vehicles) and shall make available, at all times, adequate staff and vehicles to insure the timely pick-up and drop-off of each Resident.

9. Contractor Staff

(a) The number and qualifications of staff provided for the operation of the NSD shall meet and possess all requirements as defined by the rules and regulations of New York State, OCFS and Nassau County, including but not limited to requirements specified at Title 9 NYCRR Parts 180.8 and 180.10. Contractor shall assure that two (2) child care workers are awake and alert at

all times for each NSD having more than six (6) beds. Contractor's staff shall have the following additional qualifications:

(1) Possess appropriate experience and training as specified in Title 9 NYCRR Part 180.8.

(2) Casework services shall be provided by an experienced social worker. Social work staff shall either be a Certified Social Worker or shall be supervised by a Certified Social Worker.

(3) Education staff shall be certified or eligible for certification by the New York State Education Department. Education shall staff shall meet the personnel requirements set forth in Title 9 NYCRR 180.8.

(4) All staff employed by Contractor shall be subject to the screening and background requirement of the Child Abuse Preventions Act of 1985 and any amendments thereto as well as the personnel requirements set forth in the Nassau County Charter Article X Section 1007. New York State Central Register of Child Abuse and Maltreatment clearances shall be obtained prior to any employee commencing employment at the NSD. Contractor shall also conduct a health examination prior to hiring any potential employee and annual health examinations thereafter.

(5) Intake detention staff shall be trained in the legal aspects of detention admissions as well as in the evaluation of a child's potential need for referral to medical, psychiatric or other specialized services.

(6) Staff, whenever possible, shall reflect the gender and ethnic diversity of the NSD's population.

10. Payment.

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Agreement (the "Maximum Amount") shall not exceed Five Hundred Seventy Five Thousand and 00/100 Dollars ($575,000.00) and shall be paid as follows:

DAILY COST PER USED FIXED BED:	$257.32
DAILY COST PER UNUSED FIXED BED:	$241.88

The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for anything above the Maximum Amount.

The full time care of Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each Resident placed in the Contractor's group care

facility, including the day of admission of the Resident but not the day of discharge of said Resident.

(i) It is further agreed by the Contractor that funds received by the Contractor from other sources for care provided by the Contractor under this Agreement shall be considered Revenue. The Revenue will be collected by the County monthly as an offset to the expenses incurred by the County. The Contractor shall submit to the Department on a monthly basis an accounting of all such funds received and expended. Failure to comply with this procedure will be considered a material breach of the Agreement.

(ii) It is further agreed by the Contractor that the full time care of eligible Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each eligible Resident placed in the Contractor's group care facility, including the day of admission of the eligible Resident but not the day of discharge of said Resident.

(iii) The use of County funds for payment of one time salary enhancements or bonuses is not permitted under this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by 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 by the tenth (10th) of the month. Payment claims must bear an original signature of an authorized official or staff member of the Contractor and be submitted to the Department.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(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. The Contractor shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement, and must reimburse the County, on a monthly basis, for any revenues it receives from non-County sources.

(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.

11. Contract Monitoring.

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement.

(a) Performance Standards. The Contractor shall comply with the following performance standards as follows:

(1) Eighty percent (80%) of all Residents will have health, psycho-social and education assessments completed within twenty-four (24) hours of admission.

(2) One hundred percent (100%) of the Residents residing for at least seventy-two (72) hours (three days) will have health, psycho-social and education assessments completed within seventy-two (72) hours of admission.

(3) Ninety-five percent (95%) of the Residents will be reported to the Department's NSD program liaison, and entered into the NYS Juvenile Detention Automation System ("JDAS"), within twenty-four (24) hours of admission. One hundred percent (100%) of the Residents admitted will be reported to the Department liaison and entered into JDAS within forty-eight (48) hours of admission.

(4) During the Residents' term of residency, eighty percent (80%) of the Residents admitted must show improvement in psycho-social deficits as identified in the individual service plan as measured by the Contractor's assessment process.

(b) Reporting. Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, shall be set up in a format approved by the Department.

(1) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison, a monthly report in a format approved by the Department enumerating the following:

i. For every Resident:

A. Date of admission, date of discharge, length of stay.
B. Date of completion of health, psycho-social and education assessments.
C. Date of submission of required Court reports, papers and memorandum.

ii. Number of health, psycho-social and education assessments completed.

iii. Number of Residents showing improvement in psycho-social deficits as identified in the individual service plan.

iv. Number of family contacts and family visits accomplished.

v. Number of youth AWOL during the month.

(2) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison monthly census reports in substantially same format as that of Exhibits "1" and "2" annexed hereto and made a part hereof.

(3) Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(4) In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 20.

12. 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).

13. 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.

14. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(i) Board of Directors. All policy, financial, managerial, and programmatic decisions by the Contractor shall be made with the express, documented approval of the Contractor's Board of Directors. For purposes of this Agreement, acceptable documentation shall include written Board minutes of Board meetings attended by a quorum of voting-eligible Board members wherein the matter decided was approved by vote of the requisite majority of members.

(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 hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, Social Services Law Section 136 and 18 NYCRR 357, as amended, and any other provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

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

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

(c) Any vehicle(s) provided by Contract to transport Resident(s) shall be inspected for safety at least once a year.

The provisions of this section shall survive the termination of this Agreement.

16. 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.

The provisions of this Section shall survive the termination of this Agreement.

17. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operations under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars ($1,000,000) each accident, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) 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 which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

18. 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.

19. 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(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.

20. 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 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.

(b) In addition to any reports requested under Section 11 above, the Contractor shall also submit to the Department's liaison on a monthly basis, as required, the worksheets and forms attached hereto as Exhibits 1 and 2. All submissions shall be signed by the Executive Director, whose signature shall be notarized, and certified by the Contractor's Board of Trustees.

(c) The Contractor shall maintain all monies received from the County under this Agreement in an FDIC approved bank account. Such monies shall not be commingled with funds from any other source. No transactions to or from any non-County programs, grants, or other sources of revenue are permitted in the account to which reimbursements to Contractor are deposited pursuant to the Agreement.

(d) All funds received by the Contractor from sources other than the County and applied to the provision of Services provided under this Agreement shall be accounted for and maintained in an FDIC approved bank account established for this purpose.

(e) Within One Hundred and Eighty (180) days from the termination of this Agreement, the Contractor shall submit to the Department a financial statement for the calendar year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Failure to timely comply will delay any reimbursements potentially owing to Contractor pursuant to the Agreement.

(f) Contractor will provide detailed schedules of the Contractor's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Facility. Such information shall be provided in a format approved by the County, and shall be reconciled to the basic financial statements and covered by an independent auditor's report.

(g) Failure to comply with the terms of this Section 20 shall be deemed a material breach of this Agreement.

21. 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.

22. 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.

23. 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. The provisions of this Section shall survive the termination of this Agreement.

24. 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.

25. 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) This Agreement shall be deemed as drafted by the parties and shall not be construed against the County as drafter of the Agreement.

26. 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.

27. 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.

28. 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.

MERCYFIRST

By: _____
Name: Gerard McCaffery
Title: President/CEO
Date: 11-17-15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

124923

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 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

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

On the 17th day of November in the year 2015 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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.

Maureen A. Houston
NOTARY PUBLIC

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

EXHIBIT 1
N.S.D. Census - Nassau County versus Out of County
Monthly Census & Revenue Attestation

	Nassau County Actual Census					Out of County	
Day of Month	Total # of Beds Occupied - Used			Unoccupied beds Per day		# Beds Used	# Nassau Beds Used
	Reserved	Overflow	Total			Total	Total
1		-					
2		-					
3		-					
4		-					
5		-					
6		-					
7		-					
8		-					
9		-					
10		-					
11		-					
12		-					
13		-					
14		-					
15		-					
16		-					
17		-					
18		-					
19		-					
20		-					
21		-					
22		-					
23		-					
24		-					
25		-					
26		-					
27		-					
28		-					
29		-					
30		-					
31		-					
Total Beds	-	-					

By signing, I attest this is the daily census of all youth, Nassau & out of county, placed at this facility:

Signature _____

Date _____

EXHIBIT 2
N.S.D. Census -Out of County Detail
Monthly Detail by Name & County

Name	Dates of Service	Total Days	County	Revenue Collected	Rate	Nassau Reserved Bed Used	# of Nassau Bed Days Used	Comments
Total		**0**		**$ -**			**0**	

Calculation of Revenue Due Nassau County
Total Bed Days Used
Occupied Per Diem Rate

Revenue Due to Nassau

By signing, I attest this is the Total Revenue Due Nassau from using Nassau reserved Beds:

Signature _____

Date _____

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime

contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Gerard McCaffery
   (Name)

   525 Convent Road, Syosset, NY 11791 (Address)

   (516) 921-0808 ext. 100
   (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.

11-17-15
Dated

Signature of Chief Executive Officer

Gerard McCaffery
Name of Chief Executive Officer

Sworn to before me this

17th day of November, 2015.

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as mercyFirst, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Gerard McCaffery, President/CEO
Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from January 1, 2016 through December 31,2016.

Officer Scott Gildea
Chair, Board of Trustees

Sworn to before me this 18th

day of November, 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

COUNTY OF NASSAU

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

1. Name of the Entity: MercyFirst

Address: 525 Convent Road

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1635089

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501 c 3 - non-profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached list of members of Board of Trustees

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.

MercyFirst is a 501 c 3 corporation

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

n/a

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

n/a

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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.

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

Dated: 11-17-15 Signed: _____

Print Name: Gerard McCaffery

Title: President/CEO

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: 11/17/15

1) Bidder's/Proposer's Legal Name: MercyFirst

2) Address of Place of Business: 525 Convent Road, Syosset, NY 11791

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: 021131909

5) Federal I.D. Number: 11-1635089

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) 501 c 3 non-profit

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 ___ 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: N/A

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.

See attached Conflict of Interest Form - Board members are required to sign a Conflict of Interest Form annually.

MercyFirst
hope is unstoppable

TRUSTEES AND OFFICERS CONFLICTS OF INTEREST POLICY

Purpose of Policy

The purpose of this policy is to protect the interests of MERCYFIRST when it is contemplating entering into a transaction or other business relationship that might, directly or indirectly, benefit the private or outside interests of one of MERCYFIRST's trustees or officers.

Conflicts of interest potentially place personal or outside interests at odds with the fundamental duty of loyalty owed by MERCYFIRST's officers and directors as fiduciaries of MERCYFIRST. The appearance of a conflict of interest can also damage MERCYFIRST's institutional credibility and MERCYFIRST's ability to fulfill its mission and programmatic goals. The Board of Trustees expects that trustees and officers will respect their obligations to act in the best interests of the MERCYFIRST in fulfilling its charitable mission.

Definitions

Conflict of Interest. "Conflict of Interest" means any Transaction involving MERCYFIRST and an Interested Person.

Interested Person. "Interested Person" means, with respect to any Transaction to which MERCYFIRST is a party, any of MERCYFIRST's trustees or officers if such person:

- Is a party to the Transaction;
- Is a director or officer of any other corporation, firm, association or other entity that is a party to the Transaction (or holds a position in such corporation, firm, association or other entity with responsibilities or powers similar to those of a director or officer); or
- Has a direct or indirect Substantial Financial Interest in such Transaction.

Substantial Financial Interest. A person has a "Substantial Financial Interest" in any corporation, firm, association or other entity if such person receives compensation (i.e., wages, fees, other direct or indirect remuneration, gifts or favors that are substantial in nature, etc.) from or has, directly or indirectly, through business, investment or Family, an aggregate beneficial equity interest of 10 percent or more in such corporation, firm, association or other entity.

Family. The "Family" of an individual shall include (i) such individual's parents, spouse, children, brothers and sisters, (ii) the parents, brothers and sisters of the individual's spouse and (iii) the spouses of the individual's parents, children, brothers and sisters.

Transaction. The term "Transaction" means any contract, investment, loan, lease, joint venture, or other business or financial arrangement, whether direct or indirect.

Statement of Policy

Per Se Conflicts of Interest

MERCYFIRST shall not make a loan to (i) any of MERCYFIRST's current trustees or officers; (ii) any corporation, firm, association or other entity in which any current trustee or officer is a director, officer or employee or holds a position in such corporation, firm, association or other entity with the responsibilities or powers similar to those of a director or officer; or (iii) any corporation, firm, association or other entity in which any trustee or officer has a direct or indirect Substantial Financial Interest.

The ordinary deposit of funds in a bank or the purchase by MERCYFIRST of bonds, debentures, or similar obligations of a type customarily sold in public offerings shall not be considered loans for purposes of this policy. In addition, notwithstanding the above prohibition, MERCYFIRST may make a loan to another not-for-profit corporation that is a "Type B" corporation under applicable New York State law, subject to the disclosure and approval requirements of this policy if such loan represents a Conflict of Interest.

Compensation Decisions

No trustee who receives compensation from MERCYFIRST for services shall vote on matters pertaining to such director's compensation.

Compensation to officers shall require the affirmative vote of a majority of the Board of Trustees, unless a higher proportion is set in the Certificate of Incorporation or By-laws.

Procedures in Other Conflict of Interest Cases

If any trustee or officer is an Interested Person in connection with any Transaction to which MERCYFIRST is a party, the trustee or officer must disclose in good faith to the Board any material facts relevant to why such Transaction may present a Conflict of Interest.

If the Board has been informed or is otherwise aware of a potential Conflict of Interest:

- Any Interested Person may make a presentation to the Board, but after making such presentation he or she shall leave the Board Meeting while the remaining Board members discuss the Transaction and the possible existence of a Conflict of Interest; and

- The remaining Board members shall decide if the Transaction presents a Conflict of Interest.

If the Interested Person is a trustee, such person may not be counted in determining the presence of a quorum for any vote concerning the existence of a Conflict of Interest. No Interested Person shall participate in, or use personal influence with regard to, the deliberations concerning the existence of a Conflict of Interest.

Following due deliberation pursuant to this policy, the Board may determine that a Transaction does not present a Conflict of Interest. In such cases the Board need take no further action prior to approving the Transaction, other than its usual procedures for approving Transactions.

If the Board determines that a Conflict of Interest exists, the Transaction may be authorized (a) by the Board of Trustees, but only by a vote sufficient to approve the Transaction without including the vote of any director that is an Interested Person; or (b) by the members of MERCYFIRST that are entitled to vote thereon, if any, by a vote sufficient to approve the Transaction.

Additional Guidelines for Officers, Trustee and Committee Members

Officers and trustees shall not use their position with MERCYFIRST to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to, providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to MERCYFIRST for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within MERCYFIRST.

Officers and trustees will maintain the confidentiality of all non-public information about MERCYFIRST of which they become aware. Officers and directors shall not use confidential information for any purpose other than as required to carry out their on behalf of the MercyFirst.

Records of Proceedings

The minutes of the Board and all Committee meetings shall contain:

- The names and positions of directors and officers who disclosed that they were Interested Persons or otherwise were found to be Interested Persons, a description of the nature of the relationship and/or Substantial Financial Interest which gave rise to such disclosure or identification, and a description of the Transaction at issue;

- The names of the directors who were present during the taking of the action to determine whether a Conflict of Interest was present, and the basis for there being a quorum for the taking of such action;

- The steps taken by the Board to determine whether a Conflict of Interest was present;

- The Board's decision as to whether a Conflict of Interest was present and the basis for such decision; and

- The Board's decision as to whether to proceed with the Transaction and the names of the persons who voted to approve the Transaction.

Annual Statements

Each trustee and officer shall annually sign a Disclosure and Affirmation Statement describing their relationships with outside parties.

Referral to Counsel

Questions regarding interpretation or application of this policy should be referred to MERCYFIRST's counsel for clarification.

Enforcement of Policy

If the Board has reasonable cause to believe that a trustee or officer has failed to make disclosure when there was a Conflict of Interest and such trustee or officer knew or should have known that there was a Conflict of Interest, the Board shall inform such trustee or officer of the basis for such belief and afford such trustee or officer an opportunity to explain the alleged failure to disclose. If, after receiving the response of such trustee or officer and making such further investigation as may be warranted in the circumstances, the Board determines that such trustee or officer has in fact failed to disclose a Conflict of Interest, it shall take appropriate disciplinary and corrective action. Failure to disclose a Conflict of Interest may constitute grounds for the director or trustee's removal from his or her position for cause.

Policy History

Approved by Board of Trustees

Date: September 19, 2012

MercyFirst
hope is unstoppable

MERCYFIRST

Annual Trustees and Officers Disclosure and Affirmation Statement

Name: _____ Contact Address: _____
Position: _____ _____
_____

This Disclosure Statement is delivered in connection with the Trustees and Officers Conflicts of Interest Policy of AGENCY as currently in effect. Capitalized terms used, but not defined herein, shall have the same meaning herein as such policy.

1. Please list the name of all organizations (for-profit or not-for-profit) of which you are, or were within the 24 months prior to the date of this statement, a director, officer or trustee.

Name of Organization	**Position**

Attach additional sheets if necessary

2. Please list the name of all entities (for-profit corporations, general or limited partnerships, limited liability companies, business trusts, firms associations, etc.) in which you have a Substantial Financial Interest.

Name of Business Entity	**Nature of Interest**

Attached additional sheets if necessary

Identify any of the entities listed in sections 1 or 2 that, to the best of your knowledge, have previously provided, or are expected to provide, goods or services to MercyFirst:

_____
_____
_____

Attach Additional Sheets if Necessary

MercyFirst
hope is unstoppable

AFFIRMATION: I hereby affirm that (i) I have received a copy of MercyFirst's Trustees and Officers Conflicts of Interest Policy, (ii) I have read and understand such policy, (iii) I have agreed to comply with such policy and (iv) the information contained herein is, to the best of my knowledge, accurate and complete.

_____
Signature

_____
Date

MAIL TO: Adam Eggers, Esq.
VP for Policy, Performance and Research
MercyFirst
525 Convent Road, Syosset, NY 11791

Responses are due by October 1 of each year.

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. See Attached

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 1894

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

iii) Name, address and position of all officers and directors of the company; See Attached

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 584

vi) Annual revenue of firm; 48mm

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. 121 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. Previously submitted in last RFP.

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 Suffolk Dept of Social Services

Contact Person Dennis Nowak

Address 3455 Veteran's Memorial Hgwy

City/State Ronkonkoma, NY 11779

Telephone 631-854-9431

Fax #

E-Mail Address Dennis.Nowak@dfa.state.ny.us

Company Administration For Children's Services

Contact Person Jacqueline McKnight

Address 150 William Street

City/State New York, NY 10038

Telephone 212-341-8934

Fax #

E-Mail Address Jacqueline.McKnight@acs.nyc.gov

Company Office of Refugee Resettlement

Contact Person Anna Corio

Address 901 D Street SW, 7th FL East

City/State Washington, D.C.

Telephone 202-401-5614

Fax #

E-Mail Address Anna.Corio@acf.hhs.gov

Organizational Qualifications, Capability and Experiences

MercyFirst is a private, non-profit, non-sectarian corporation with programs licensed by the New York State Office of Children and Family Services (OCFS) and the New York State Office of Mental Health (OMH). We serve children from Nassau and Suffolk Counties and the five boroughs of New York City without regard to race, ethnicity, religion or sexual orientation.

MercyFirst was formed in 2003 from the merger of Angel Guardian and St. Mary's Children and Family Services, both agencies that were founded by the Sisters of Mercy in the late 1800's. Through these two agencies, MercyFirst has a long and rich history of providing residential and community-based care and services to children in need. Initially, MercyFirst served as an orphanage but over its long history, as needs have changed; it evolved into a comprehensive service provider addressing the emotional and physical needs of children and adolescents who face such problems as child abuse, domestic violence, emotional disturbance, substance abuse, homelessness and poverty.

Through a variety of programs and comprehensive services, MercyFirst offers a safe haven for children, while working in a family-focused approach. MercyFirst provides specialized residential treatment services on our Syosset campus to 122 adolescents (male and female); 8 community-based group home settings in Nassau, Suffolk, Brooklyn and Queens, as well as caring for almost 600 foster children in foster boarding homes in Queens and Brooklyn. MercyFirst has provided a Non-Secure Detention Program for Nassau County for 30+ years. The agency also provides preventive services to over 525 families every day in Nassau, Queens and Brooklyn and two after school programs. With almost 600 employees working out of 15 different locations and an annual budget of $45 million, the agency works with over 4,000 children and their families each year. The agency is accredited by the national Council on Accreditation (COA).

Over the past three years, MercyFirst has implemented the Sanctuary® Organizational Model through a grant from the New York State Office of Children and Family Services. This organizational model was developed by the Andrus Children's Center based in Westchester County to address the trauma history experienced by most children entering residential care. Sanctuary trains staff to interact with children and families from a trauma-informed perspective. Regardless of the reason for placement, all children placed with MercyFirst have undergone trauma related to abuse and neglect and separation from their families. By understanding the psycho-biological impact that trauma has on children, staff are better able to understand their behaviors and work with them from the perspective that these behaviors are symptoms of their trauma. Sanctuary also empowers staff to bring forward ideas and suggestions to make better programmatic decisions. We view our staff as leaders who can develop and provide innovative and flexible services and approaches that truly meet the needs of children in our care. The use of this model has documented that it helps reduce staff turnover and AWOLS, and the need to use physical restraint. Sanctuary is currently used in our existing NSD program and will continue if we are selected to expand this program as proposed. In December 2009, MercyFirst became the largest social service agency in the country to earn Sanctuary® Certification.

MercyFirst Residential Care Philosophy:

MercyFirst residential programs provide a comprehensive set of treatment and support services which are delivered in a setting that provides supervision and safety for each child. MercyFirst believes that residential care is a valuable treatment alternative in a continuum of services which should be carefully considered when:

- A child or youth has needs and past experiences that call for a structured therapeutic environment and consistent interactions with adults, which cannot be supported in a family setting.
- A child or youth requires an integrated concentration of various support services not available in a family setting such as counseling, medical, educational and recreational.

- A child or youth's behavior jeopardizes his/her safety

MercyFirst believes that while the family or home environment remains the best environment in which to raise a child, there will always be children and youth whose complex needs can only be safely and appropriately addressed in a comprehensive program available in residential care.

MercyFirst is committed to provide strength-based residential treatment and programming with ongoing evaluation and quality improvement throughout every program of the agency. A key component of our strength based approach is developing a strong partnership with the parents of the youth and respecting their knowledge of their children's needs.

All residential services are delivered in a multidisciplinary approach that is planned, integrated, and tailored to the specific strengths of the youth and their families. Upon admission each youth and family receives strength based assessments to develop a comprehensive course of treatment for the youth and family.

Primary goals of treatment in residential care are to ensure the safety, permanency and well-being for each youth so that they may develop developmentally, educationally, morally and spiritually to their fullest potential.

Successful outcomes include but are not limited to a reduction of high-risk behaviors, improvement in the attainment of developmental milestones, improved behavioral and pro-social choices, and the capability to function well in a family and community setting. Our treatment approach is strength based and family focused utilizing an agency-youth-family-community approach to promote the opportunity for long-lasting change both in the community and into adulthood.

MercyFirst
hope is unstoppable

BOARD OF TRUSTEES
2015 – 2016

NAME AND ADDRESS	POSITION
1. Mr. John B. Allen [redacted]	Trustee
2. Sr. Sheila Browne, RSM [redacted]	Trustee
3. Ms. Christine Canariato [redacted]	Trustee
4. Sr. Catherine Crumlish, RSM [redacted]	Trustee
5. Mrs. Marie D'Amato-Rizzi [redacted]	Trustee
6. Mr. Stephen Davy [redacted]	**Secretary**
7. Sr. Ivette V. Diaz, RSM [redacted]	Trustee
8. Mr. Scott Gildea [redacted]	**Chair**
9. Mr. Brian J. Hecker [redacted]	Trustee
10. Sr. Maureen Jessnik, RSM [redacted]	Trustee
11. Mr. William K. Lavin [redacted]	Trustee

NAME AND ADDRESS	POSITION
12. Ms. Rhonda Maco [redacted]	Trustee
13. Mr. John J. McCabe [redacted]	Trustee
14. Mr. Patrick F. McCarthy [redacted]	**Vice Chair**
15. Mr. Marc McKenzie [redacted]	Trustee
16. Mr. Kevin J. Shine [redacted]	Trustee
17. Leonard Stekol [redacted]	Trustee
18. Mr. Harold Thomas [redacted]	**Treasurer**
19. Mr. Paul Travers [redacted]	Trustee
20. Sr. Patricia Wolf, RSM [redacted]	**Vice Chair**

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 12th day of March, 2015 to mercyFirst

To operate a(n)	102-Bed Institution
To be known as	mercyFirst
Located at	525 Convent Road Syosset, NY 11791

In accordance with the regulations promulgated and adopted by the Office of Children and Family Service, except as otherwise limited by Federal Office of Refugee Resettlement (ORR) Regulations.
Programs authorized by this operating certificate:
Institution

Agency ID:	Number(s)	
B07	RID 1898/VID 00A02173 B	8 Reg Beds
	RID 20049445/VID 00A09653 B7	16 s/o beds
	RID 20917075/VID 00A10309	24 bed UAC ORR Cottage * (for the exclusive care of undocumented alien children)
	RID 20082062/VID 00A09699 B8	44 HTP
	RID 20913088/VID 00A10297	10 JD Girls Beds

*Program operated under jurisdiction of the US DHHS ORR

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 12th day of March, 2015.

Laura M. Velez
Deputy Commissioner
New York State
Office of Children and Family Services

Office of Children and Family Services

Operating Certificate of a program operated at the jurisdiction of the United States Department of Health and Human Services Office of Refugee Resettlement

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 31st **day of March,** 2015 **to** MercyFirst.

To operate a(n)	12 – Bed Group Home
To be known as	MercyFirst – Baywood UAC mo/ch GH
Located at	1511 Potters Blvd. Bayshore, NY 11705

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by this operating certificate:

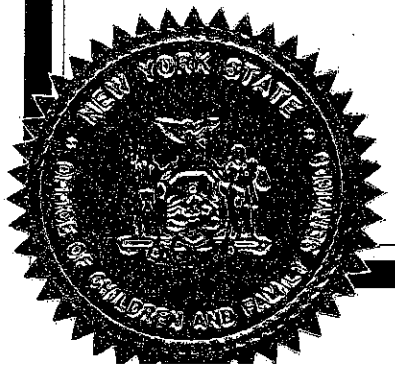
Group Home **for the exclusive care of Unaccompanied Alien Children**

Agency Code:	Number(s)
B07	**RID 20082061**
	VID 00A09700

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 31st **day of March,** 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services



NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 9th day of January, 2014 to mercyFirst

To operate a(n)	8-Bed HTP Group Home
To be known as	Brentwood Group Home
Located at	17 Grouse Drive Brentwood, NY 11717

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:

Group Home

Agency ID:
B07

Number(s)
RID 172453
VID 00A09589 D1
Females 12 – 18 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 9th day of January, 2014.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 6th day of April, 2011 to mercyFirst

To operate a(n)	8-Bed Group Home
To be known as	Brightwaters Group Home
Located at	556 Manatuck Boulevard Brightwaters, NY 11718

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B06

Number(s)
RID 20082060
VID 00A09701 D
Ages served Females 13-21 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 12th day of July, 2011.

Associate Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 22nd day of June, 2006 to mercyFirst

To operate a(n)	6-Bed Agency Boarding Home
To be known as	mercyFirst Deer Park Agency Boarding Home
Located at	30 Fillmore Avenue Deer Park, NY 11729

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code:	Number(s)
	RID 20305427
B07	VID 00A09981 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 22nd day of June, 2006.

New York State
Office of Children and Family Services

STATE OF NEW YORK
OFFICE OF CHILDREN AND FAMILY SERVICES
Bureau of Juvenile Detention Services

OPERATING CERTIFICATE

FACILITY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
ID: 2-4-87 813	10/01/2015	9/30/2016

Operating Agency: **MercyFirst**

Facility: **MercyFirst**
Non-Secure Detention
Agency Operating Boarding Home

Location: **87 Shell Street**
East Massapequa, New York 11758

County: **Nassau**

This is to certify that the above named is hereby authorized by the Office of Children and Family Services, pursuant to Section 503 of Article 19-G of the Executive Law, to accept and care for 6 children, held in accordance with Articles 3 and 7 of the Family Court Act and Section 510.15 of the Criminal Procedures Law, and the Regulations of the Office of Children and Family Services, 9 NYCRR Part 180.

Associate Commissioner
Bureau of Juvenile Detention Services

Daniel F. Maxwell

Director
Bureau of Juvenile Detention Services

NOTE: This certificate is the property of the Office of Children and Family Services, and must be returned to the Bureau of Juvenile Detention Services when the facility is closed.

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 26th **day of September,** 2014 **to MercyFirst**

To operate a(n)	6-Bed Agency Boarding Home
To be known as	Mercyfirst Manning Agency Boarding Home
Located at	142-29 Rockaway Blvd. South Ozone Park, NY 11436

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:

Agency Boarding Home

Agency ID:	**Number(s)**
B07	**RID 20138442** **VID 00A09854 A**

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 26th **day of September,** 2014.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 16th day of November, 2006 to mercyFirst

To operate a(n)	6-Bed Agency Boarding Home
To be known as	MercyFirst McAuley Residence
Located at	4416 Snyder Avenue Brooklyn, NY 11203

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code:	Number(s)
B07	RID 20138434/VID 00A09856 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 16th day of November, 2006.

Christine L. Heywood

New York State
Office of Children and Family Services

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **April 1, 2015**

to: **MercyFirst**

to operate a: **Licensed Housing Program for Children and Adolescents Children & Youth Community Residence Program**

to be known as: **Merrick House**

located at: **2421 Babylon Turnpike**
Merrick, NY 11566 - 4206

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a certified capacity of Eight (8) beds

****

In witness whereof, I have hereunto set my hand on **March 20, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2017**
Operating Certificate Number: **7827001**

New York State
Office of Mental Health

Operating Certificate

Inpatient Psychiatric Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **October 1, 2014**

to: MercyFirst

to operate a: Residential Treatment Facility Program

to be known as: McKeown House RTF

located at: 525 Convent Road
Syosset, NY 11791-3868

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Residential treatment facility for Adolescents, Children with a certified capacity of Fourteen (14) beds

****

In witness whereof, I have hereunto set my hand on September 25, 2014

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2016**
Operating Certificate Number: **7827040**

NEW YORK STATE | Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 25th **day of March,** 2015 **to MercyFirst**

To operate a(n)	6-Bed Agency Boarding Home
To be known as	Mercyfirst St. Albans mo/ch Agency Boarding Home
Located at	114-58 175th St St. Albans, NY 11434

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency ID:	Number(s)
B07	RID 20923571
	VID 00A10320 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 25th **day of March,** 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 4th day of June, 2015 to mercyFirst

To operate a(n)	12-Bed HTP Group Home
To be known as	Virginia Residence Group Home
Located at	261 9th Street Brooklyn, NY 11215

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B07

Number(s)
RID 20925088
VID 00A10322
Males & Females 14- 20 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 4th day of June, 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gerard McCaffery, 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 November 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

Name of submitting business: MercyFirst

By: Gerard McCaffery
Print name

Signature

President/CEO
Title

11 / 17 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gerard McCaffery

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 525 Convent Road

   City/state/zip Syosset, NY 11791

   Telephone 516-921-0808 ext. 100

   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) President/CEO 2/1/06

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 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, Gerard McCaffery, 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 November 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

MercyFirst
Name of submitting business

Gerard McCaffery
Print name

Signature

President/CEO
Title

11 / 17 / 15
Date

MercyFirst
hope is unstoppable

2015-16 BOARD OF TRUSTEES

OFFICERS

Mr. Scott Gildea (B)
Chair
(1st Term 2014-16)

Mr. Patrick McCarthy (B)
Vice Chair
(1st Term 2014-16)

Sr. Patricia Wolf, RSM (B)
Vice Chair
(1st Term 2014-16)

Mr. Harold Thomas (C)
Treasurer
(1st Term 2014-16)

Mr. Stephen Davy (C)
Secretary
(1st Term 2014-16)

BOARD MEMBERS

Mr. John B. Allen (B)
Sr. Sheila Browne, RSM (B)
Ms. Christine Canariato (A)
Sr. Catherine Crumlish, RSM (A)
Mrs. Marie D'Amato-Rizzi (B)
Sr. Ivette V. Diaz, RSM (A)
Mr. Brian J. Hecker (A)
Sr. Maureen Jessnik, RSM (B)
Mr. William K. Lavin (C)
Mrs. Rhonda Maco (B)
Mr. John J. McCabe (C)
Mr. Marc McKenzie (B)
Mr. Kevin Shine (A)
Mr. Leonard Stekol (A)
Mr. Paul Travers (A)

Gerard McCaffery
President/CEO

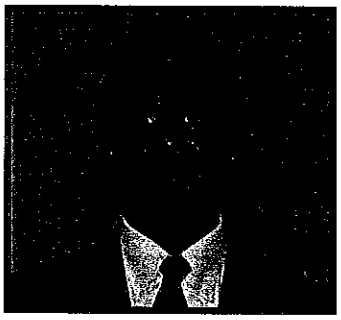
Class A: 2014-17
Class B: 2015-18
Class C: 2013-16

(revised 8-5-15)

HOME		BUSINESS
Mr. John B. Allen [redacted] Tel: [redacted] E-Mail: john@whartonballen.com		**President** **Wharton B. Allen Agency, Inc.** **348 Main Street** **Farmingdale, NY 11735-0400** **Tel: (516) 249-6660** **Fax: (516) 249-6680** **E-Mail:** john@whartonballen.com
Sr. Sheila Browne [redacted] **Tel:** [redacted] **E-Mail:** [redacted]		Manager Mercy Villa Watermill, NY 11976 Tel: Fax: E-Mail: scbrowne@aol.com
Ms. Christine Canariato [redacted] **Tel:** [redacted] E-Mail: ccanariato@spredfast.com		Sales Director Spredfast Tel: 917-767-8009 Fax: E-Mail: ccanariato@spredfast.com
Sr. Catherine Crumlish [redacted] **Tel:** [redacted]		Executive Director Mercy Home for Children 273 Willoughby Avenue Brooklyn, NY 11205 Tel: (718) 832-1075 EXT. 14 Fax: (718) 832-7612 E-Mail: SRKAY@mercyhomeny.org
Mrs. Marie D'Amato-Rizzi [redacted] **Tel:** [redacted] **Fax: (631) 692-9117** **E-Mail:** [redacted]		Retired Bank Executive

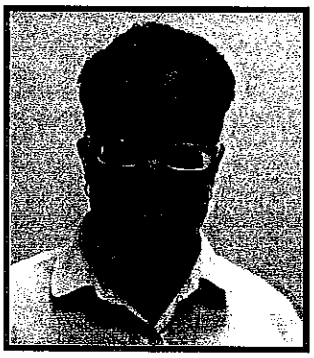
NOTE: Send correspondence to **BOLDED** address

HOME
Mr. Stephen Davy
[redacted]
Tel: [redacted]
E-Mail: [redacted]



BUSINESS
Managing Director
Newedge Group Inc.
630 5th Avenue
New York, NY 10011
Tel: (646) 557-7847
Fax:
E-Mail: sdavy@optonline.net

Sr. Ivette V. Diaz
[redacted]
Tel: [redacted]
E-mail:
IDiaz@mercymidatlantic.org



Program Manager
Catholic Health East/Global
Health Ministry
3805 West Chester Pike
Suite 100
Newtown Square, PA 19073
Tel: (610) 355-2042
Fax:
E-Mail: IDiaz@che.org

Mr. Scott Gildea
[redacted]
Tel: [redacted]
Fax: (516) 367-4557
E-Mail: sgildea@gi-cpas.com

Partner, CPA
GILDEA & IVANIS LLP
535 Fifth Avenue, 30th Floor
New York, NY 10017
Tel: (212) 869-5700 X 313
Fax: (212) 869-9556
E-Mail: sgildea@gi-cpas.com

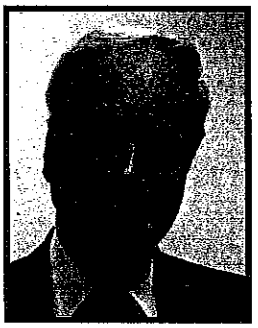
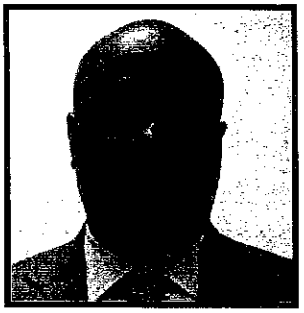
Mr. Brian J. Hecker
[redacted]
Tel: (917) 733-6069
E-Mail: bhecker@inbox.com

Partner
Crowe Horwath LLP
488 Madison Ave, Floor 3
New York, NY 10022
Tel: (212) 572-5518
Fax: (212) 572-5572
E-Mail:
brian.hecker@crowehorwath.com

Sr. Maureen Jessnik
[redacted]
Tel: [redacted]
E-Mail: mjessrsm@optonline.net

Pastoral Associate
St. Michael Parish
136-76 41st Avenue
Flushing, NY 11355
Tel: (718) 961-0295
Fax: (718) 961-1403
E-Mail: mjessrsm@optonline.net

NOTE: Send correspondence to **BOLDED** address

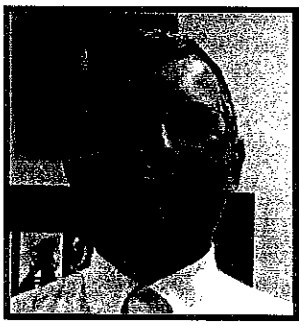
HOME		BUSINESS
Mr. William K. Lavin [redacted] Tel: [redacted] Fax: (718) 318-6512 E-Mail: [redacted]		Retired, Business Executive
Mrs. Rhonda L. Maco [redacted] Tel: [redacted] E-Mail: rlilawyer@msn.com		**Owner/Attorney-at-Law** **Law Offices of Rhonda L. Maco** **1225 Franklin Avenue, Suite 325** **Garden City, NY 11530** **Tel: (516) 512-8972** **Fax: (516) 512-8973** **E-Mail: rmaco@macolaw.com**
Mr. John J. McCabe [redacted] **Tel:** [redacted] E-Mail: Jmccabe@shay.com		SVP/Chief Investment Strategist Shay Assets Management, Inc. 675 Third Avenue, Suite 1130 New York, NY 10017 Tel: (212) 573-9355 Fax: (212) 573-9440 E-Mail: Jmccabe@shay.com
Mr. Patrick F. McCarthy [redacted] **Tel:** [redacted] **E-Mail:** PFMcCar@US.IBM.com		Client Unit Executive IBM Corporation 11 Madison Avenue New York, NY 10010 Tel: (917) 472-3441 Fax: E-Mail: PFMcCar@US.IBM.com
Mr. Marc McKenzie [redacted] **E-Mail: marc.mckenzie@db.com**		Attorney/Managing Director Deutsche Bank 60 Wall Street New York, NY 10005 Tel: (212) 250-5288 Fax: E-Mail: marc.mckenzie@db.com

NOTE: Send correspondence to **BOLDED** address

HOME
Mr. Kevin J. Shine
[redacted]
Fax: [redacted]
E-Mail: [redacted]

BUSINESS
Senior Vice President
Verizon IT
One Verizon Way
Office: VC12E009
Basking Ridge, NJ 07920
Tel: 908-559-4700
E-Mail: kjshine62@gmail.com

Mr. Leonard Stekol
[redacted]
Tel: [redacted]
E-Mail: [redacted]

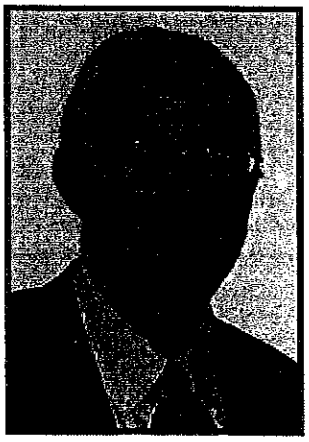


Executive Vice President and Chief Financial Officer
Ridgewood Savings Bank
71-02 Forest Avenue
Ridgewood, NY 11385
Tel: (718) 240-4702
Fax: (718) 240-4982
E-Mail: *lstekol@ridgewoodbank.com*

Mr. Harold Thomas
[redacted]
Tel: [redacted]
E-Mail:
harold.thomas@us.schroders.com

Credit Analyst
Schroder Investment Management
875 Third Avenue, 22nd Floor
New York, NY 10022-6225
Tel: (212) 641-3982
Fax: (212) 641-3985
E-Mail:
harold.thomas@us.schroders.com

Mr. Paul Travers
[redacted]
Tel: [redacted]
ptravers@onexcredit.com



Portfolio Manager
Onex Credit Partners LLC
910 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel: (201) 541-2142
Fax:
E-Mail: ptravers@onexcredit.com

NOTE: Send correspondence to **BOLDED** address

HOME
Sr. Patricia Wolf
[redacted]

BUSINESS
President
St. Catharine Academy
2250 Williamsbridge Road
Bronx, NY 10469
Tel: (914) 328-3200 ext. 410
Fax: (914) 328-3761
E-Mail: srpwolf@optonline.net

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.

Gerard McCaffery, President/CEO
Name and Title of Authorized Representative

m/d/yy

Signature

11-17-15
Date

MercyFirst
Name of Organization

525 Convent Road, Syosset, NY 11791
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.

CQSS1600000I

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: MercyFirst

2. Dollar amount requiring NIFA approval: $ 575,000.00

Amount to be encumbered: $ 575,000.00

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: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated services.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 0
State % 49
County % 51

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:

We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed.

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:

CLSS15000022 $575,000.00
CLSS15000040 $.01 Paid under Blanket Encumbrance CUSS15000002

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.

Rosemann Bellen 1/4/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: S35114-12C

CFPW15000059

Department: Public Works

CF (Capital)

E-27-16 CF R27

Contract Details

NIFS ID #: CFPW15000059 NIFS Entry Date: 12/23/15 SERVICE: Term: from Execution to 24 months

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 **H2M Architects + Engineers**	Vendor ID# **112235604**
Address **538 Broad Hollow Road, 4th Fl. East Melville, NY 11747**	Contact Person **Frank Russo**
	Phone **631-756-8000**

County Department
Department Contact **Joseph L. Davenport** **Chief Sanitary Engineer**
Address **3340 Merrick Road Wantagh, NY 11793**
Phone **516-571-7508**

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) ☐	12/23/15		
	DPW (Capital Only)	CF Capital Fund Approval ☐	12/28/15		
	OMB	NIFS Approval ☐	12/29/15		Yes ☐ No ☐ Not required if Blanket Res
1/7/16	County Attorney	CA RE & Insurance Verification ☑	1/7/16		
1/7/16	County Attorney	CA Approval as to form ☑	1/7/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/14/16	Concetta A Lebrecce	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/15/16		

CLERK'S OFFICE RECEIVED 2016 JAN 15 PM 3:57 LEGISLATURE

Contract ID#: S35114-12C

Department: Public Works

Contract Summary

Description: Professional Services Agreement with the environmental consulting firm H2M Architects + Engineers

Purpose: Procurement of detailed design services addressing replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead shows extensive deterioration beyond repair, which jeopardizes the structural stability of the retained embankment and, in turn, the plant's outfall chamber.

Method of Procurement: Request for proposals (RFP) dated July 17, 2015.

Procurement History: RFP documents were placed on the County website for the subject work. Ten (10) firms responded with technical and cost proposals on Aug. 14, 2015. H2M was selected as the highest technically rated firm with the cost proposal that offers the best value.

Description of General Provisions: This contract covers the development of a Technical Design Report (which establishes design concepts), followed by a detailed design to include preparation of biddable and constructible contract documents. This will be followed by construction-related services which encompass product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification following successful project completion.

Impact on Funding / Price Analysis: Funding is made available from Capital Project 35114.

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	1142
Object:	000
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$
County	$
Federal	$
State	$
Capital	$117,520
Other	$
TOTAL	$ 117,520

LINE	INDEX/OBJECT CODE	AMOUNT
1	PW CSW CSW/00002	$ 117,520
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 117,520

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

Date: Dec. 18, 2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only)

E #:

E-27-16

RULES RESOLUTION NO. 27- 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 PUBLIC WORKS AND H2M ARCHITECTS & ENGINEERS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
(Motion)
Ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with H2M Architects & Engineers for design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant, 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 H2M Architects & Engineers

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: October 9, 2015

SUBJECT: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Agreement No. S35114-12C

This Department intends to procure detailed design services regarding the replacement of the marine bulkhead along the north side of Glen Cove Creek bordering the Glen Cove Wastewater Treatment Plant. Major components of the project include the removal of the existing steel sheet pile system and replacement either in kind or with composite (FRP) material.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from ten (10) firms (listed below) on August 14, 2015. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon an estimated construction budget of $2,500,000.00).

Firm Name	Tech Rank	Tech Rating	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1	89.0	$90,400.00	$117,520.00
Dvirka & Bartilucci	2	87.3	$160,000.00	$208,000.00
LKB	3	85.7	$180,000.00	$234,000.00
LKMA	4	84.7	$98,950.00	$128,635.00
GPI	5	83.7	$185,830.00	$241,579.00
LiRo	6	82.0	$163,770.00	$212,901.00
Cashin	7	81.3	$119,900.00	$155,870.00
GEI	8	79.0	$185,000.00	$240,500.00
McLaren	9	78.0	$106,300.00	$138,190.00
Sidney Bowne	10	76.3	$122,503.00	$159,254.00

Since the proposal from H2M received the highest technical rating and proposed the lowest total design fee, no further clarification was necessary as a basis for selection. Accordingly, in our professional judgment, the proposal submitted by ***H2M*** represents the best value to the County.

Subject: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Agreement No. S35114-12C

The funding for these professional services is available under Capital Project 35114.

In accordance with the procedural guidelines, CSEA will be 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:KGA:JLD:cs
c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

10-9-15

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 15-0130

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Glen Cove WWTP – Marine Bulkhead Replacement

Department: Public Works Project Manager: Thomas A. Immerso Date: May 6, 2015

Service Requested: The Department of Public Works desires to procure a firm to provide engineering services with regard to design and construction for replacement of the entire steel sheet marine bulkhead at the Glen Cove WWTP in Glen Cove, N.Y.

Justification: The existing marine bulkhead has deteriorated to a point beyond repair, jeopardizing the structural stability of the retained embankment. At those locations adjacent to the outfall chamber, failure of the bulkhead would jeopardize the slope and stability of the outfall chamber itself.

Requested by: Department of Public Works – Environmental Engineering Unit Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/***Design***/Construction/CM/Equipment) $150,000 - $300,000
Circle appropriate phase

Total Project Cost: Approx. $2,500,000 (Includes, design, construction and CM) Date Start Work: July, 2015 (Phase being requested) Duration: Six (6) Months (Phase being requested)

Capital Funding Approval: YES ☒ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☐

NIFS Entered : SIGNATURE DATE AIM Entered: Carmen Fitzgerald SIGNATURE 8/15/18/15 DATE

Funding Code: 35114 010 (use this on all encumbrances) Timesheet Code: 15-0130 001 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☒, or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

	Vendor	Quote	Comment
1.	H2M	$117,520.00	LOW PROPOSAL AMT.
2.	D&B	$208,000.00	—
3.	LKB	$234,000.00	—
4.	LKMA	$128,635.00	LOWER TECH. RATING

DCE/Ops Approval: YES NO Signature

Version January 2014

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: **H2M Architects + Engineers**

CONTRACTOR ADDRESS: **538 Broad Hollow Rd, East Melville NY 11747**

FEDERAL TAX ID #: **112235604**

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 July 17, 2015. Potential proposers were made aware of the availability of the RFP by posting on the County website and ad in Newsday. __[#]of potential proposers requested copies of the RFP. Proposals were due on August 14, 2015, and 10 proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ■ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ■ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ■ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/23/15
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba H2M architects + engineers)

Address: 538 Broad Hollow Road, Fourth Floor East

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Design Professional 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):

Refer to attached sheet.

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.

Refer to attached sheet.

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.

H2M Associates, Inc., a New Jersey based firm for providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 100, Parsippany, New Jersey 07054

H2M Architects & Engineers, Inc., a New Jersey based firm for providing architect and related engineering services, 119 Cherry Hill Road, Suite 100, Parsippany, New Jersey 07054

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.**

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: December 3, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.
(D.B.A. H2M architects + engineers)

QUESTION 4

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE	%SHARES
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President	more than 5%
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary	more than 5%
Dennis M. Kelleher, P.E.	[redacted]	Senior Vice President, Asst. Secretary	more than 5%
Gregory C. Smith	[redacted]	Treasurer & CFO	less than 5%
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President	less than 5%
Anthony P. Fisher, P.E.	[redacted]	Senior Vice President	more than 5%
Steven J. Hyman, P.E.	[redacted]	Senior Vice President	less than 5%
Joseph M. Mottola, R.A	[redacted]	Senior Vice President	less than 5%
Frank M. Russo, P.E.	[redacted]	Senior Vice President	less than 5%
Michael Bonacasa, AIA	[redacted]	Vice President	less than 5%
George Desmarais, P.E.	[redacted]	Vice President	less than 5%
Michael N. Gentils	[redacted]	Vice President	less than 5%
Paul J. Granger, P.E.	[redacted]	Vice President	less than 5%
Steven C. Heari, P.E.	[redacted]	Vice President	less than 5%
Ronald B. Lanner, R.A.	[redacted]	Vice President	less than 5%
Sui Y. Leong, P.E.	[redacted]	Vice President	less than 5%
David L. Mammina, P.E.	[redacted]	Vice President	less than 5%
Charles A. Martello, P.E.	[redacted]	Vice President	less than 5%
James Neri, P.E.	[redacted]	Vice President	less than 5%
Guy Y. Page, R.A.	[redacted]	Vice President	less than 5%
Charles V. Pittman	[redacted]	Vice President	less than 5%
Philip J. Schade, P.E.	[redacted]	Vice President	less than 5%
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President	less than 5%
Dennis G. Lindsay	[redacted]	Vice President	less than 5%
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President	No shares
John Schnurr, L.S.	[redacted]	Assistant Vice President	No shares
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President	less than 5%
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President	less than 5%
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President	less than 5%
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President	less than 5%
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President	less than 5%
Danny Tanzi, P.E.	[redacted]	Assistant Vice President	less than 5%
Christopher Weiss, P.E.	[redacted]	Assistant Vice President	less than 5%
Renee Marcus	[redacted]	Senior Associate	Less than 5%
Joseph J. Todaro	[redacted]	Senior Associate	Less than 5%
Sharon Norton-Remmer	[redacted]	Senior Associate	Less than 5%
Philip Bianco	[redacted]	Senior Associate	less than 5%
John R. Collins, P.E.	[redacted]	Senior Associate	less than 5%
Michael W. McKeown, P.E.	[redacted]	Senior Associate	less than 5%
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate	less than 5%
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate	less than 5%
Michael W. Keffer, P.E.	[redacted]	Senior Associate	less than 5%
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate	less than 5%
Matthew R. Mohlin, P.E	[redacted]	Senior Associate	Less than 5%
Richard T. Palladino	[redacted]	Senior Associate	Less than 5%
Kevin M. Taylor	[redacted]	Senior Associate	Less than 5%

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Associates, Inc. (a subsidiary of H2M architects + engineers)

   Address: 119 Cherry Hill Road, Suite 100

   City, State and Zip Code: Parsippany New Jersey 07054

2. Entity's Vendor Identification Number: 22-2275101

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):

Refer to attached sheet.

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.

Refer to attached sheet.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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: December 3, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

H2M ASSOCIATES, INC.

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Sui Y. Leong, P.E.	[redacted]	Vice President

Questions 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.*	[redacted]	Chairman & CEO/President
Gary E. Loesch, P.E., DEE*	[redacted]	COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.*	[redacted]	Senior Vice President, Asst. Secretary
Gregory C. Smith	[redacted]	Treasurer & CFO
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President
Anthony P. Fisher, P.E.	[redacted]	Senior Vice President
Steven J. Hyman, P.E.*	[redacted]	Senior Vice President
Joseph M. Mottola, R.A*	[redacted]	Senior Vice President
Frank M. Russo, P.E.	[redacted]	Senior Vice President
Michael Bonacasa, AIA	[redacted]	Vice President
George Desmarais, P.E.	[redacted]	Vice President
Michael N. Gentils	[redacted]	Vice President
Paul J. Granger, P.E.	[redacted]	Vice President
Steven C. Hearl, P.E.	[redacted]	Vice President
Ronald B. Lanner, R.A.	[redacted]	Vice President
Sui Y. Leong, P.E.	[redacted]	Vice President
David L. Mammina, P.E.	[redacted]	Vice President
Charles A. Martello, P.E.	[redacted]	Vice President
James Neri, P.E.	[redacted]	Vice President
Guy Y. Page, R.A.	[redacted]	Vice President
Charles V. Pittman	[redacted]	Vice President
Philip J. Schade, P.E.	[redacted]	Vice President
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President
John Schnurr, L.S.	[redacted]	Assistant Vice President
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President
Danny Tanzi, P.E.	[redacted]	Assistant Vice President
Christopher Weiss, P.E.	[redacted]	Assistant Vice President
Philip Bianco	[redacted]	Senior Associate
John R. Collins, P.E.	[redacted]	Senior Associate
Michael W. McKeown, P.E.	[redacted]	Senior Associate
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate
Michael W. Keffer, P.E.	[redacted]	Senior Associate
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate
Matthew R. Mohlin, P.E	[redacted]	Senior Associate
Richard T. Palladino	[redacted]	Senior Associate
Kevin M. Taylor	[redacted]	Senior Associate

*Shareholders

[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects & Engineers, Inc.

Address: 119 Cherry Hill Road, Suite 100

City, State and Zip Code: Parsippany New Jersey 07054

2. Entity's Vendor Identification Number: 20-0809570

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):

Refer to attached sheet.

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.

Refer to attached sheet.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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: December 3, 2015

Signed: _____

Print Name: Gary E. Loesch, P.E.

Title: COO/Executive Vice President, Secretary

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

COUNTY OF NASSAU
RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS & ENGINEERS, Inc.

Question 4

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President*
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary*
Joseph M. Mottola, R.A	[redacted]	Senior Vice President*
Michael Bonacasa, AIA	[redacted]	Vice President*
Sui Y. Leong, P.E.	[redacted]	Vice President*
Gregory C. Smith, CPA	[redacted]	CFO

* - shareholder

Question 5

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Michael Bonacasa, AIA	[redacted]	Board Member
Sui Y. Leong, P.E.	[redacted]	Board Member
Joseph M. Mottola, R.A	[redacted]	Board Member

[redacted]

[redacted]

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.

H2M architects + engineers is not a lobbyist/lobbying organization.

---

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

No.

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

Not applicable.

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.**

Not applicable

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

Not applicable

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: December 9, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

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.

Steven C. Hearl, P.E., Vice President

Name and Title of Authorized Representative

m/d/yy

Steven C Hearl

12/9/15

Signature

Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Rd., 4th Floor East, Melville, NY 11747

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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

Date: December 9, 2015

1) Bidder's/Proposer's Legal Name: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Road, Fourth Floor East, Melville, NY 11747

List all other business addresses used within last five years:
575 Broad Hollow Road, Melville, NY 11747 prior to October 2013.

3) Mailing Address (if different): _____

Phone : 631.756.8000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) Design Professional Corporation

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. H2M Associates, Inc. and H2M Architects & Engineers, Inc. provide professional consulting engineering and architectural services in New Jersey. Both are wholly owned subsidiaries.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No x
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No x Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No x Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No x Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No x Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No x Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No x___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No x___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose: None of the three items below.

(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.

Disclosure will be made to the County if there is a change with regard to 17 a i, ii or iii above.

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 Riverhead Sewer District

Contact Person Supt. Michael Reichel

Address 200 Howell Avenue

City/State Riverhead, NY 11901

Telephone 631.727.3069

Fax # 631.369.3091

E-Mail Address reichel@townofriverheadny.gov

Company Huntington Sewer District

Contact Person Matt Laux, Interim Director, Dept. of Environmental Waste Mgmt.

Address 100 Main Street

City/State Huntington, NY 11743

Telephone 631.351.3186

Fax # 631.351.3330

E-Mail Address mlaux@huntingtonny.gov

Company Village of Patchogue

Contact Person Mayor Paul Pontieri

Address 14 Baker Street

City/State Patchogue, NY 11772

Telephone 631.475.4590

Fax # 631.475.4314

E-Mail Address ppontieri@patchoguevillage.org

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, Steven C. Hearl, 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 9 day of December 2015

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

H2M architects + engineers

Name of submitting business

Steven C. Hearl, P.E.

Print name

Signature

Vice President

Title

12 / 9 / 15

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven C. Hearl

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 538 Broad Hollow Road, 4th Floor East

   City/state/zip Melville, NY 11747

   Telephone 631.756.8000

   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 4 /30 /12 _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES x___ If Yes, provide details. Shareholder

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.

[redacted]

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, Steven C. Hearl, 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 9 day of December 2015

Andrea L Sobocinski

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

H2M architects + engineers

Name of submitting business

Steven C. Hearl, P.E.

Print name

Steven C Hearl

Signature

Vice President

Title

12 / 9 / 15

Date

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

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

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
0011903 DUPLICATE

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

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

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2015 TO 01/31/2018.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011934

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

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: June 22, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Contract S35114-012C

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:

   Provide design and construction administration services in connection with the repair and/or replacement of the marine sheet-pile bulkhead at the Glen Cove Sewage Treatment Plant.

2. The work involves the following:

   Professional Engineering Services.

3. An estimate of the cost is: $300,000.00

4. An estimate of the duration is: 24 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: JLD:WSN:rp
c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rahkal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Chief Sanitary Engineer
Patricia Kivo, Unit Head, Human Resources
Loretta V. Dionisio, Hydrogeologist II
✓Thomas A. Immerso, Sanitary Engineer II

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 One West Street, 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) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm" or 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 term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate two (2) years from 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 for a period of up to two (2) years 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant. The specific work divisions and deliverables related to this project are more particularly described 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 Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor 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 are not included in the Firm's fee, and 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, (ii) are not considered services as set forth in this Agreement, and (iii) 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, specification, 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 shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Hundred Seventeen Thousand, Five Hundred Twenty Dollars ($117,520.00)**.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor 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 Contractor.

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 Contractor 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 Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor 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 Contractor 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 Contractor 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 Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor 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 Contractor 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 Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "EE" attached hereto 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 Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(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 Firm acknowledges and agrees that all information that the Firm acquires in connection with 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 Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be 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, reasonable attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the willful misconduct or the negligent acts or omissions of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than 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 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.

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

12. Termination.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the 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 reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is

intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

18. All Legal Provisions Deemed Included; Severability; Supremacy 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 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 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers 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 Contractor 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 venturers 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.

{Remainder of page intentionally lefty blank}

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

H2M ARCHITECTS + ENGINEERS

By: Steven C Hearl

Name: STEVEN C. HEARL

Title: VICE PRESIDENT

Date: DECEMBER 9. 2015

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ Suffolk)

On the 9 day of December in the year 2015 before me personally came Steven Heacc 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 Vice President of HaMarchitects + engineers, 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

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9 2017

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

EXHIBIT A

DETAILED SCOPE OF SERVICES

2.0 DIVISION A SERVICES

2.1 Condition Assessment

A condition assessment has previously been performed and the report is provided as Attachment C. The Firm is not required to prepare an independent condition assessment, but is required to review the report and use the information contained therein to direct and conduct the necessary site investigation to develop the design.

2.2 Detailed Site Investigation and Technical Design Report

Prepare a Technical Design Report for the proposed Glen Cove STP Marine Bulkhead Replacement. The Technical Design Report (TDR) is to include the following:

1. Direct and conduct such site and/or subsurface investigation as may be required to design an appropriate marine bulkhead replacement
2. Discussion of potential bulkhead replacement solutions and alternatives
3. Recommendations of a solution
4. Schematic design, listing design criteria and basis for design, including calculations
5. Identification and descriptions of permits, notices, environmental assessments and any regulatory requirements related to the proposed bulkhead replacement project
6. Proposed approach to maintaining plant operations and the integrity/stability of the embankment during construction
7. Preliminary design and construction schedule
8. Preliminary construction cost estimate

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

3.0 DIVISION B SERVICES

3.1 Detailed Design Services

Upon County approval of the technical design report, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the MARINE BULKHEAD REPLACEMENT suitable for public bidding. It is anticipated that the construction work will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.

3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.

4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.

5. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.

6. Prepare and submit the necessary Environmental Impact Forms.

7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:

   a. New York State Department of Environmental Conservation- Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites, tidal wetlands permits, etc.

   b. Nassau County agencies-Fire Marshal and/or Health Department

   c. Other Local agencies (Towns, Villages...)

8. Submit written responses to all County review comments.

9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.

10. Make periodic site visits as necessary for a complete understanding of the system operation.

11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.

12. Review all comments and/or questions posed by prospective bidders.

13. Prepare all necessary addenda to the contract documents.

14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.

15. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

4.0 DIVISION C

4.1 Detailed Design Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and *.PDF format and a master specification book.

2. Provide representation at the site(s) pre-construction conference.

3. Review and approve detailed construction, shop and erection drawings.

4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.

5. Review all laboratory, shop, mill, material and equipment test reports.

6. Prepare supplemental sketches, if required, to reflect actual field conditions.

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.

8. Assist the County in interpreting the construction contract documents.

9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the Firm's project manager and support staff to attend update (one [I] per month) and job (one [1] per month) meetings.

11. Witness and provide a written report on shop tests for all major equipment.

12. Provide consultation on special construction problems by specialists in specific fields of work.

13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:

    a. That all equipment is shown as installed and that furnished dimensions are correct.
    b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
    c. That all changes, additions and deletions are shown.
    d. That the record drawings are legible and clearly drawn.
    e. That all supplemental and detailed drawings are included.

15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

EXHIBIT B

PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum amount of **Twenty-seven thousand dollars ($27,000.00)** to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

Detailed Design (Division B) The Contractor shall be paid a total lump sum amount of **Forty-Four thousand nine hundred dollars ($44,900.00)** to cover all costs associated with Division B work, as outlined in Section B of Exhibit A.

Construction Related Services (Divisions C) - The Contractor shall be paid a total lump sum amount of **Eighteen thousand five hundred dollars ($18,500.00)** to cover all costs associated with Division C work, as outlined in Section C of Exhibit A.

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.

b. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.

c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.

d. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that

the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B and C services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars ($175)** per hour.

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. 142002, 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 intergovernmental 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.

December 9, 2015

Dated

Signature of Chief Executive Officer

Richard W. Humann, P.E.

Name of Chief Executive Officer

Sworn to before me this

9 day of December, 2015

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: H2M architects + engineers

2. Dollar amount requiring NIFA approval: $ 117,520.00

Amount to be encumbered: $ 117,520.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 24 months

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:

The County desires to procure a firm to provide engineering services regarding design and construction for replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead has deteriorated to a point beyond repair, jeopardizing the structural stability of the retained embankment. At those locations adjacent to the outfall chamber, failure of the bulkhead would jeopardize the slope and stability of the outfall chamber itself. Replacement will be via either similar steel sheeting or composite FRP material.

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.

L Dallen 1/4/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

E-27-16

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Dennis M. Kelleher, P.E.	[redacted]	Board Member
Joseph M. Mottola, R.A.	[redacted]	Board Member
Steven J. Hyman, P.E.	[redacted]	Board Member

Question 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.	[redacted]	Senior Vice President, Asst. Secretary
Gregory C. Smith	[redacted]	Treasurer & CFO
Michael Bonacasa, AIA	[redacted]	Vice President
Jeffrey L. Czajka, P.E.	[redacted]	Vice President
George Desmarais, P.E.	[redacted]	Vice President
Anthony P. Fisher, P.E.	[redacted]	Vice President
Michael N. Gentils	[redacted]	Vice President
Paul J. Granger, P.E.	[redacted]	Vice President
Steven C. Hearl, P.E.	[redacted]	Vice President
Steven J. Hyman, P.E.	[redacted]	Vice President
Ronald B. Lanner, R.A.	[redacted]	Vice President
Sui Y. Leong, P.E.	[redacted]	Vice President
David L. Mammina, P.E.	[redacted]	Vice President
Charles A. Martelio, P.E.	[redacted]	Vice President
Joseph M. Mottola, R.A	[redacted]	Vice President
James Neri, P.E.	[redacted]	Vice President
Guy Y. Page, R.A.	[redacted]	Vice President
Charles V. Pittman	[redacted]	Vice President
Frank M. Russo, P.E.	[redacted]	Vice President
Philip J. Schade, P.E.	[redacted]	Vice President
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President
Dennis G. Lindsay	[redacted]	Vice President
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President
John Schnurr, L.S.	[redacted]	Assistant Vice President
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President
Danny Tanzi, P.E.	[redacted]	Assistant Vice President
Christopher Weiss, P.E.	[redacted]	Assistant Vice President
Philip Bianco	[redacted]	Senior Associate
John R. Collins, P.E.	[redacted]	Senior Associate
Michael W. McKeown, P.E.	[redacted]	Senior Associate
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate
Michael W. Keffer, P.E.	[redacted]	Senior Associate
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate
Matthew R. Mohlin, P.E	[redacted]	Senior Associate
Richard T. Palladino	[redacted]	Senior Associate
Kevin M. Taylor	[redacted]	Senior Associate

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 19 P 3:55

[redacted]

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2016 JAN 19 P 3:55

[redacted]

R28

E-28-16

Contract ID#:

Department: Fire Commission

Contract Details

SERVICE _____

NIFS ID #: CQFC16000001 NIFS Entry Date: 01/11/2016 Term: from 01/01/2016 to 12/31/2016

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

Agency Information

Vendor	
Name	Vendor ID#
Vocational Education & Extension Board	11-6002404
Address	Contact Person
30 East Cherry Street	Philip Maloy
Hicksville, New York 11801	Phone
____	516-572-1702

County Department
Department Contact
Scott D. Tusa, Chief Fire Marshal
Address
1194 Prospect Avenue, Westbury, New York 11590
Phone
516-573-9991

Routing Slip

Date Rec'd	Department	Internal Verification	Date Appv'd & Fw'd	Signature	Legal Approval Required
1/11/16	Department	NIFS Entry (Dept) ☒ NIFS Appvl (Dept Head) ☒ Contractors Registered ___	1/11/16		
	OMB	NIFS Approval Contractor Registered ☐	1/14/16		Yes ☐ No ☐ Not required if blanket resolution
1/14/16	County Attorney	CA RE & Insurance Verification ☑	1/14/16		
1/14/16	County Attorney	CA Approval as to form ☑	1/15/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd original contract to CA ☐	1/16/16	Cercette A Rebecca	
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notorization ☐ Filed with Clerk of Leg. ☐	1/15/16		

2016 JAN 15 P 4:51
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5424 (1/06)

CQFC16000001

Contract ID#:

Department: Fire Commission

Contract Summary

Description: Training of firefighters for 2016

Purpose: Training of firefighters for the 71 volunteer fire departments in Nassau County

Method of Procurement: This service is proprietary in nature. There is only one organization capable of providing this service. Sole Source Provider

Procurement History: Training of firefighters by VEEB has been done since 1962. In 1993 the means of financing this training has been done by means of a personal service contract.

Description of General Provisions: VEEB shall provide fire safety trianing to primary education students and senior citizens as part of a public education program, also provide training in fire suppression and control and other related duties and functions to the Nassau County fire departments, the Nassau County Fire Marshal's office and the volunteer Ambulance Corps

Impact on Funding / Price Analysis: change in funding from last year (2015) from $4,420,188.00 to $4,370,188.00 - a decrease of $50,000.00

Change in Contract from Prior Procurement: none

Recommendation: (approve as submitted)

Advisement Information

Budget Codes	
Fund	FC
Control	10
Resp.	1100
Object	DE500
Transaction	

Funding Source	Amount
Revenue Contract	
County	4370188.00
Federal	
State	
Capital	
Other	
Total	4370188.00

Line	Index/Object Code	Amount
1	FCFCF1100 DE500	$ 4370188.00
2		$
3		$
4		$
5		$
6		$
	Total	$ 4370188.00

APPROVED: 1/14/16

Renewal	
% Increase	
% Decrease	

Document Prepared by: Scott D. Tusa Date 1/08/2016

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 1/15/16
Date	Date	(For Office Use Only)

E#:

PR5254 (1/06)

E-28-16

RULES RESOLUTION NO 28 – 2016

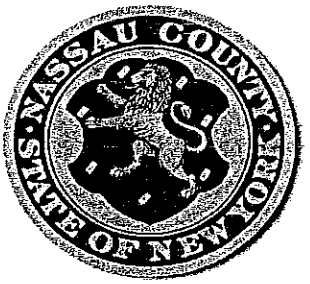
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board to provide vocational education and training for residents of Nassau 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 authorize the County Executive to execute the said agreement with Nassau County Vocational Education and Extension Board

George Maragos
Comptroller



CQFC16000001

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: Vocational Education & Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 E. Cherry St. Hicksville NY 11801

FEDERAL TAX ID #: 11-6002404

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

CQFC16000001

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.

CQFC16000001

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Scott D. Tiu

Department Head Signature

1-6-16

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.*

Edward P. Mangano
County Executive

Thomas E. Tilley
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC16000001

INTER-DEPARTMENTAL MEMO

To: GEORGE MARAGOS, COUNTY COMPTROLLER

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 6, 2016

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal

SDT:bl

Edward P. Mangano
County Executive

Scott D. Tusa
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC 16 000001

INTER-DEPARTMENTAL MEMO

TO: NASSAU LOCAL 830, CSEA

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 08, 2016

SUBJECT: SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of $4,370,188.00. The term of the Contract is from January 1, 2016 to December 31, 2016.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

Scott D. Tusa
Chief Fire Marshal

VEEB - Section 32 CSEA

This Agreement, dated as of _____, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York, 11501 (the "County"), acting on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Nassau County Vocational Education and Extension Board, a not for profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (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;

WHEREAS, in order to meet the needs of the Contractor, the County has always and will continue to provide an advance payment; and

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

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of Nassau County, to include but not be limited to the training of primary education students and senior citizens as part of a public education program in fire safety, members of Nassau County Fire Departments, in fire suppression and control and other related duties and functions as part of emergency response, Volunteer Ambulance Corps and Employees of the Office of the Fire Marshal.

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 **FOUR MILLION, THREE HUNDRED SEVENTY THOUSAND, ONE HUNDRED AND EIGHTY-EIGHT ($4,370,188.00)** payable as follows: payments shall be for actual services provided and shall be made pursuant to invoices submitted by the Contractor for invoices submitted during the term of the Agreement commencing January 1, 2016. Payments shall be on a reimbursement basis monthly in arrears. However, an advance payment of **Seven Hundred Fifty Thousand Dollars ($750,000)** shall be made by the County to VEEB no later than January 31, 2016 in order for VEEB to meet its cash obligations in a timely, legal, and efficient manner.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to

the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3rd) month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement. Payment to the Contractor following termination or expiration of

this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

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 obligations, (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, living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended:

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of

Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

7. Minimum Service Standard. Regardless of whether required by Law: (a) The Contractor shall, and shall cause the 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 an 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 claim, (iii) compensation insurance for the benefit of the

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

(b) Acceptability; Deductibles; Sub Contractor. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County, 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 provision required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Charge; 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 County 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 rights 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 if 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. Limitation 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 actions 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 with 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 the 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 the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola,, New York 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 provisions 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 terms of this Agreement shall 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. Entire Agreement. This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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 for the state and/or federal government.

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

VOCATIONAL EDUCATION AND EXTENSION BOARD

By: _____

Name: Philip F. Malloy, Jr.

Title: Board President

Date: October 30, 2015

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of October in the year 2015 before me personally came Philip F. Malloy, Jr to me personally known who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of VOCATIONAL EDUCATION AND EXTENSION BOARD, 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.

JUDITH N. ROSEN
Notary Public, State Of New York
No.01RO6070692
Qualified In Nassau County
Commission Expires March 4, 20 18

Judith N. Rosen
NOTARY PUBLIC

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

On the ____ day of ____ in the year 2015 before me personally came _____ to me personally known, who, being by me sworn, did depose and say that he or she resides in the County of _____; that he or she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Philip F. Malloy, Jr. (Name)

   30 E Cherry St., Hicksville NY 11801 (Address)

   (516) 572-1702 (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.

October 30, 2015
Dated

Signature of Chief Executive Officer

Philip F. Malloy, Jr.
Name of Chief Executive Officer

Sworn to before me this

30th day of October, 2015.

Judith N. Rosen
Notary Public

JUDITH N. ROSEN
Notary Public, State Of New York
No.01RO6070692
Qualified in Nassau County
Commission Expires March 4, 20 18

VOCATIONAL EDUCATION AND EXTENSION BOARD
County of Nassau
30 E Cherry Street
Hicksville, NY 11801-4302
516-572-1700

Board of Directors
Philip F. Malloy, Jr., President
Christopher P. Shelton, Vice President
Raymond F. Maguire, Clerk
Joseph A. Bentivegna, Deputy Clerk
Angelo M. Catalano
Ralph Esposito
Bernard P. Jaffe
Eugene J. Murray
Keith Scalia

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2015

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

HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT NAME:
PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: info@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: AMERICAN ALTERNATIVE INS. CORP.	19720
INSURER B: PERMA	
INSURER C: MEDPRO RRG	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

VOCATIONAL EDUCATION & EXTENSION BOARD, NASSAU COUNTY
30 EAST CHERRY STREET
HICKSVILLE, NY 11801

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:			[redacted]	01/01/16	01/01/17	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			[redacted]	01/01/16	01/01/17	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 / RETENTION $			[redacted]	01/01/16	01/01/17	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 10,000,000
								$
B	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			[redacted]	01/01/16	01/01/17	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY POLICY			[redacted]	09/01/15	09/01/16	$1,000,000 EACH OCCUR. $6,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

NASSAU COUNTY
ONE WEST STREET
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

Paul A. Cowell Jr

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OBLIGATION BUDGET
CONTROLL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2016

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT 1-Jun	REVISED	RESPONSIBILITY CENTERS (name & number)					
	Personal Service									
AA	Salaries	3,000,000.00	-	3,000,000.00						
AB	Fringe Benefits	2,000,000.00		2,000,000.00						
	Subtotal	5,000,000.00		5,000,000.00						
	Other Than Personnel Service									
BB	Equipment									
CC	Materials & Supplies									
DD	General Expenses	100,000.00		100,000.00						
DE	Contractual Services	100,000.00		100,000.00						
DF	Utilities									
HH	Interfund Charges									
	Subtotal	200,000.00		200,000.00						
	All Other									
	TOTAL OBLIGATIONS	5,200,000.00	-	5,200,000.00						

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. Vendor: Vocational Education and Extension Board

2. Dollar amount requiring NIFA approval: $ 4,370,188.00

Amount to be encumbered: $ 4,370,188.00

This is a ___ x ___ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016 – 12/31/2016

Has work or services on this contract commenced? ___ Yes ___ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
x Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract is to provide vocational education and training services to volunteer firefighters, residents, and employees of Nassau County including but not limited to fire safety, fire suppression and control, the National Incident management System, and other related duties and functions.

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:

CQFC15000001 - $4,420,188.00 – 1/26/2015
CLFC15000001 - $30,000.00 5/27/2015

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 1/14/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education & Extension Board

Address: 30 E Cherry Street

City, State and Zip Code: Hicksville, NY 11804-4302

2. Entity's Vendor Identification Number: 11-6002404

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp not-for-profit 501C3 public organization Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Board President: Philip F Malloy, [redacted]

Board VP: Chris Shelton, [redacted]

Board Clerk: Raymond F Maguire, [redacted]

Board Deputy Clerk: Joseph A Bentivegna, [redacted]

Board Member: Angelo Catalano, [redacted]

Board Member: Ralph Esposito, [redacted]

Board Member: Bernard Jaffe, [redacted]

Board Member: Eugene Murray, [redacted]

Board Member: Keith Scalia, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: June 24, 2015

Signed: Mary Tyler

Print Name: Mary Tyler, CPA

Title: Treasurer

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

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

Contract ID#: CQAT06000031

Department: County Attorney

E-12-16

Contract Details

SERVICES: Legal Services

R13

NIFS ID #: CLAT16000001 NIFS Entry Date: December 18, 2015 Term: July 1, 2006 – April 30, 2016

New ☐ Renewal	☐
Amendment #7	☒
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: Vecchione, Vecchione & Connors, LLP	Vendor ID#: 113242561	Department Contact: Jaclyn Delle
Address: 147 Herricks Road, Garden City Park, New York 11040	Contact Person: Michael Vecchione	Address: 1 West Street, Mineola, New York 11501
	Phone: (516) 741-7575	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/28/15		Yes ☐ No ☐ Not required if blanket resolution
12/29/15	County Attorney	*CA RE&I Verification* ☑	12/30/15		
12/30/15	County Attorney	*CA Approval as to form* ☑	12/30/15		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	1/8/16	Concetta A. Rebecca	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/6/16		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JAN -8 A 11:54

PR5254 (8/04)

21-61-3
E-13-16

Contract ID#: CQAT06000031

Department: County Attorney

Contract Summary

Description: Contract amendment #7 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original contract.

Method of Procurement: The contract has been extended for an additional ten months as a transitional stage. A new RFP for these services was issued on November 20, 2015. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly; Davis & Venturini; and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman, and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: $150,000.00

Change in Contract from Prior Procurement: See above.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$150,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$150,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$150,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$150,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

E-12-16

RULES RESOLUTION NO. 13 – 2016

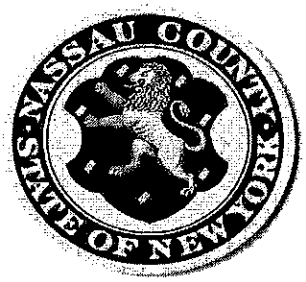
A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP.

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, 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: Vecchione, Vecchione & Connors, LLP (CLAT16000001)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York 11040

FEDERAL TAX ID #: 113242561

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 5, 2006, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County issued an RFP on April 21, 2006 for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly; Davis & Venturini; and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman, and Manjit Misra, and John Brooks of OMB. Following the itnerviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services. See procurement history for the background of the RFP. That has taken place. The Contractor's work has been satisfactory.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/23/2

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev.309/15

AMENDMENT NO. 7

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione Vecchione & Connors, LLP, with an office located at 147 Herricks Road, Garden City Park, New York 11040 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the Original Agreement"), Counsel provides legal services to the County, 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 July 1, 2006 until June 30, 2015 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Six Hundred Thousand Dollars ($1,600,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for ten (10) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars ($150,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Seven Hundred Fifty Thousand Dollars ($1,750,000.00) (the "Amended Maximum Amount").

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.

VECCHIONE, VECCHIONE & CONNORS, LLP

By:_____
Name: Michael F. Vecchione
Title: Managing Partner
Date: December 11, 2015

NASSAU COUNTY

By:_____
Name: Carnell Foskey
Title: County Attorney
Date: 12/22/15

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive

☐ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of December in the year 2015 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Managing Partner of Vecchione, Vecchione & Connors, LLP, the limited liability partnership described herein and which executed the above instrument; and that he signed his name thereto by authority of the partnership agreement of said limited liability company.

NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

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

On the 23rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CERTIFIED

Contract ID#: COAT06000031

Department: AT

E-121-06

Contract Details

CQAT06000031

Workers' Compensation Claims

SERVICE Legal Counsel

NIFS ID #: ~~COAT06000031~~ NIFS Entry Date: Aug. 8, 2006 Term: from 7/1/06 to 6/30/09

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department	
Department Contact Peter Reinharz	
Address 1 West Street	
Phone 1-3064	

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) ☑	8/9	M. A. Deerman	
8/9/06	OMB	NIFS Approval ☑	8/9/06	[illegible]	Yes ☒ No ☐
8/9/06	County Attorney	CA RE&I Verification ☑	8/9/06	[illegible]	
	County Attorney	CA approval as to form ☑	[illegible]	[illegible]	Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	8/14/6	M. Gottlieb	
	LEG: Rules ☐ / Leg. ☐	Filed Resolution with CA ☐			
	County Attorney	NIFS Approval ☑	9/16	[illegible]	
	County Comptroller	NIFS Approval ☐		[illegible]	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	10/5	[illegible]	

PR5254 (8/03)

Contract Summary

Description: Three year contract, with option to renew, for legal services in connection with Workers Compensation claims

Purpose: To obtain approval for contract for legal services in connection with Workers Compensation claims brought against the County.

Method of Procurement:

On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP—Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione, & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Procurement History:

Description of General Provisions: As an employer, the County, through the County Attorney's Office, handles thousands of Workers Compensation claims annually. The handling of these claims has both an administrative/medical/investigative component, as well as a legal component. The law firm that represents the County in these many challenges to workers compensation awards travels throughout the State to defend the County's interest. This is a three-year contract that has an option for the County to renew for two additional one-year terms.

Impact on Funding / Price Analysis: $172,500 (see EXHIBIT C)

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	$172,500.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 172,500.00

RENEWAL	
% Increase	
% Decrease	

APPROVED: 8/9/06
INSURANCE SECTION

Document Prepared By: _____ Date: _____

PR5254 (8/03)

Contract ID#: COAT06000031

Department: AT

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. COATC000031	
Name: BM	Name:	Name:
Date: 9/22/06	Date:	Date: 10-5-06
BM		

(For Office Use Only)

E #:

PR5254 (8/03)

LS2

RULES RESOLUTION NO. 197 - 2006

E-12/06

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 COUNTY ATTORNEY, AND VECCHIONE VECCHIONE & CONNORS, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-13-06
VOTING:
ayes 9 nayes 0 abstained — recused —
Legislators present: 9

WHEREAS, the County of Nassau, acting on behalf of the Office of the County Attorney, has negotiated a personal services agreement with Vecchione Vecchione & Connors, LLP to provide legal services in connection with Worker's Compensation claims, 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 agreement with Vecchione Vecchione & Connors, LLP.

ORIGINAL

THIS AGREEMENT dated August_____2006, (the "Agreement") between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York 11501 (the "County Attorney"), and Vecchione, Vecchione & Connors LLP, a limited liability partnership with offices at 269 Hillside Avenue, Williston Park, New York 11596-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

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

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.

f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

(A) **Contract Years One and Two:** Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars ($172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars ($345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year.

(B) **Contract Year Three:** Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

(C) **Contract Renewal Option Year One:** Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

(D) **Contract Renewal Option Year Two:** Counsel shall be paid One Hundred Eighty Thousand Dollars ($180,000.00) which shall be paid in 12 (twelve) equal monthly installments. 15,000

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services, and specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Expenses and Disbursements. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, counsel, 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, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Counsel is bound by and shall comply with the terms of Appendices EE and U attached hereto and 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) 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 Agreement or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that Counsel may take such action as it deems appropriate.

7. Service Standards. (a) Regardless of whether required by law, Counsel shall, and shall cause Counsel 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) 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 necessary or appropriate in connection with this Agreement.

(c) Counsel shall provide the County Attorney with quarterly status reports concerning the matter(s) covered by this Agreement. Counsel shall provide the County Attorney with

contemporaneous copies of all pleadings and substantive correspondence produced in connection therewith. At the County Attorney's request, all pleadings and substantive correspondence shall be submitted to the County Attorney for its review prior to final submission.

(d) Counsel shall maintain a separate file for each referred case, containing copies of all pertinent documents. All such files shall remain the property of the County.

(e) In all pleadings and correspondence with courts, administrative tribunals, and/or with parties, the Nassau County Attorney shall be designated as Attorney of Record and Counsel shall be designated "Of Counsel".

(f) Counsel shall make no representations regarding the County's position on material issues, including, without limitation, settlement, County policies and/or past or future conduct of the County without prior consultation with the County Attorney. It is expressly understood and agreed that Counsel has no authority to bind the County to the settlement or resolution of any matter for which Counsel provides services hereunder, and no offer of settlement or resolution shall be made or accepted by Counsel without the prior approval of the County Attorney's Office.

(g) All decisions concerning substantive litigation strategy must be approved by the County Attorney.

(h) Counsel shall have no substantive communications with the press concerning the matter(s) covered by this Agreement, and any requests for information from the press concerning the matter(s) covered by this Agreement shall be referred to the County Attorney.

(i) Counsel acknowledges and agrees that all information that Counsel acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, 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. No conflict of representation. During the term of this Agreement, Counsel will 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 interest of the County, nor will it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or to any County officer or employee, without the County's prior written consent.

9. Indemnification: Defense: Cooperation. (a) Indemnification: Defense: Cooperation. (a) Counsel 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 negligent acts or omissions of Counsel or a Counsel Agent; provided, however, that 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 and Counsel shall

pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel's Agents to, cooperate with the County and the County Attorney in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

10. 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 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, (ii) compensation insurance for the benefit of Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the 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 (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 County. 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 County of the same and deliver to the County 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 any action, 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.

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) This Agreement may be terminated (i) by either party upon thirty

(30) days' written notice. (ii) upon mutual written Agreement of the County and Counsel, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Counsel Assistance Upon Termination. In connection with the termination or impending termination of this Agreement 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 including, without limitation, providing status reports for all matters handled by Counsel pursuant to this Agreement. Within four weeks of the date of any such termination, regardless of the reason for termination, Counsel shall return to the Nassau County Attorney's Office all materials in Counsel's possession pertaining to the Services provided pursuant to this Agreement, including, without limitation, pleadings, exhibits, memoranda, notes, correspondence, drafts, computer files, photographs (collectively "Files") and Counsel hereby waives any rights it may have to assert an attorney's retaining lien over such Files. The provisions of this Section shall survive the termination of this Agreement.

13. 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. Such Records shall at all times be available for audit and inspection by the Comptroller, the County Attorney, 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 Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney 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 complaint or necessary moving papers of the Contractor 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.

15. 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.

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 to the County Attorney at the address set forth above, and to Counsel at the address set forth above.

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 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. 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. Counsel agrees to pay the County an administrative service charge of Five Hundred ($500.00) Dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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.

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

VECCHIONE, VECCHIONE & CONNORS LLP

By: _____
Name: MICHAEL F. VECCHIONE
Title: Partner
Date: 8/10/2006

NASSAU COUNTY

By: _____
Name: Christopher M. Hahn
Title: Chief Deputy County Executive
Date: 10/5/06

PLEASE SIGN IN BLUE INK

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

On the 10 day of August in the year 2006 before me personally came Michael F. Vecchione 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 Partner of Vecchione, Vecchione & Connors the limited liability partnership described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the members of said partnership.

Diane Ratcliffe
NOTARY PUBLIC

DIANE RATCLIFFE
NOTARY PUBLIC, State of New York
No. 01RA5042361
Qualified in Nassau County
Commission Expires April 17 2007

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

On the 5th day of October in the year 2006 before me personally came Christopher M. Hahn 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 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 Barbara Conroy

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

EXHIBIT A

NASSAU COUNTY, NEW YORK
REQUEST FOR PROPOSAL
RFP # AT0425-0630

INTRODUCTION

Nassau County, New York (the "County") is currently seeking proposals from qualified vendors to provide legal representation for the County before the New York State Workers' Compensation Board, and to provide full services for the management of that litigation and for all related appellate work.

A vendor may be selected from among responding law firms based on a thorough analysis of each firm's ability to provide the County with the highest quality services at the most cost-effective fees. The County will only contract with law firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizen status.

PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

Issue RFP	April 25, 2006
Proposals Due	May 22, 2006
Selection Made	June 5, 2006

B. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled Mandatory Proposal Response Requirements. Each response should be clearly numbered and the full question listed.

C. NUMBER OF PROPOSAL COPIES

6 copies of the proposal should be submitted to the address in authorized contact person in section D below. A separate sealed envelope containing the price proposal shall be contained in the original proposal. Copies of the price proposal should also be included with each copy of the response. These should also be enclosed in a sealed envelope.

D. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions about the RFP and submission of proposals shall be directed to:

Peter Reinharz
Managing Attorney
Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

Mr. Reinharz shall be the authorized contact person for this proposal. No contact with other county officials or employees shall be made with regard to this RFP or the proposal submitted by prospective Contractors. Inquiries regarding the proposal shall be made in writing to Peter Reinharz at the above address. Telephone contact and e-mail contact shall not be made.

All proposals must be delivered, either by hand delivery or by certified mail in a sealed envelope, to the above

office on or before May 22, 2006 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

No contact with any other County personnel other than the authorized contact person is allowed until such time as an award (or awards) has (have) been made. Violation of this provision may be grounds for immediate disqualification. It is requested that any and all contact with the authorized contact person be made by fax or e-mail.

E. PROPOSER'S PRESENTATION and BIDDER'S CONFERENCE

Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. A non-mandatory bidder's conference will be held in the offices of the Nassau County Attorney on Monday, May 9, 2006 at 10 AM. The offices are located at 1 West Street, Mineola, NY 11501. Please come to the second floor reception desk.

F. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

G. METHOD OF AWARD

After May 22, 2006 the office of the County Attorney and the County's risk management unit will begin review of all proposals. This group shall serve as the RFP evaluation committee. The County reserves the right to hold all proposals for a period of up to 180 days beyond the final date for submission of proposals before making any determination.

Scoring System/Selection Criteria: In order to facilitate choosing the best proposal for Nassau County, each proposal will be scored via an evaluation system.

Merit will be evaluated with emphasis on the following factors:

- Proposal conciseness, completeness and clarity of presentation
- Familiarity with the County and County processes
- Prior experience in performing services of the type contemplated by this RFP
- Overall expertise and organizational strength
- Adequacy of program design and value to the County
- Cost
- Readiness to work quickly within the required timeframe.
- References and Reputation
- Any other information that would assist the RFP Evaluation Committee in the selection process.
- Firms located in Nassau County will be given preference

H. RIGHT OF REJECTION BY THE COUNTY

Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest bidder. Further, the County reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, withdraw or cancel this RFP, and (2) accept or reject any or all proposals prior to execution of the services contract for any or no reason and with no penalty to the County.

I. AWARD OF CONTRACT

The County shall select a vendor by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a vendor 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 services contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

J. CONTRACT NEGOTIATIONS

The County intends to enter into contract negotiations with the vendor selected by the RFP Evaluation Committee, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the County for legal services in a form approved by legal counsel for the County. The Contract usually includes, without limitation, the standard clauses set forth in Exhibit "A" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the Contract(s). The contract(s) may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the Contract(s) with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the Contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a Contract with such vendor(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

K. CONTRACT TERM

It is the intent to award Contract(s) for an initial three year period with the option to renew it for two consecutive one year periods for a possible total Contract term of five (5) years, subject to the County's right of early termination as provided in the Contract. The decision to renew the Contract(s) will be at the sole discretion of the County.

III. REQUIREMENTS - PURPOSE & SCOPE

A. PURPOSE

The purpose of the RFP is to inform the private sector of a potential business opportunity to provide representation for the County at all proceedings before the Workers' Compensation Board where the County of Nassau is employer or appears as the self-insured employer. Representation shall also include all appeals of Board decisions to the Workers' Compensation Board or to the Courts of the State of New York.

B. SCOPE OF WORK

General Scope.

The County is a self-insurer of its employees' workers' compensation benefits coverage. The County Attorney's Office, through its third party administrator, Triad Group LLC administers the workers' compensation benefit program for the County, all County agencies and employees of those agencies, all elected officials, their employees and their offices, and the Nassau Community College.

The responsibilities encompass the representation of the County, as above, as self-insured employers, at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). Hearings before the State Board can be held at designated hearing points throughout the State and are based upon an employee's residence. Likewise, depositions may be held at locations throughout the State. The County Attorney's office estimates that the selected law firm may represent the County at up to 3,000 - 4,000 hearings per annum. In previous years the total number of hearings has been up to approximately 3,000 hearings per annum. The County does not guarantee any minimum or maximum volume to work. It is nonetheless anticipated that the future volume of work will approximate the past and current volumes of work.

The County of Nassau seeks the services of a law firm for of-counsel legal representation before the New York State Workers' Compensation Board at hearings or depositions held throughout New York State. Counsel will be expected to handle all aspects of legal representation on all aspects of workers' compensation case defense. Representation at all hearings and depositions must be provided pursuant to the highest standards and ethics of the legal profession. The County may occasionally attend hearings or depositions otherwise subject to the proposed contract by its own employees or designees without utilization of or payment to the contractor. The County, at its own option, may choose to appear at any hearing or deposition and conduct examination of parties, witnesses or experts in a workers' compensation matter

C. SPECIFIC CONTRACT REQUIREMENTS

The County is seeking a contract with a term of three years with the possible exercise of renewal options for two subsequent one (1) year terms. See Item II-K above. The vendor will be expected to work with the County's third part administrator, Triad Group LLC, or any other vendor who is hired by the County to process workers' compensation claims. If the County chooses to handle the processing of claims by in-house staff, the vendor will be expected to work with County staff. The County's current workers' compensation personnel and risk management

personnel may be asked to review counsel's case handling and management

The vendor will be expected to promptly submit and file all hearing reports and appeals in a timely fashion. Any penalties incurred because of counsel's negligence, recklessness, or intentional actions will be the responsibility of the vendor.

The content requirements for the hearing reports will be contained in the contract. All hearing reports must provide the County and the TPA with a complete summary of the hearing, the questions presented, the content of the examinations, the case disposition and any recommendations. All hearing reports MUST be sent electronically to the TPA, designated personnel in the County Attorney's office, and other persons or firms specifically selected or named by the County Attorney or her designee.

All legal staff must have e-mail addresses available to the County and to the TPA for contact, in addition to general telephone contact. E-mail responses, and phone responses, to questions from the TPA must be provided within a time to be specified in the contract. Office management personnel must also have e-mail addresses available to the County Attorney's office.

Other contract requirements are specified below.

D. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

Please submit the following in your proposal:

1) Narrative Response shall include:

a) Service Summary: This should provide a description of the key points of your proposal.

b) Qualifications: Provide background information on your firm, including but not limited to:

i) firm overview

ii) the age of the firm

iii) names, addresses and position of all persons having a financial interest in the firm

iv) state of incorporation (as applicable)

v) the number of employees, including the number of partners, associates or staff who appear of counsel. Please also provide a breakdown of the number of staff. Please indicate the names, or if not possible, the number of professional, paraprofessional and clerical staff who will be assigned to the Nassau County account. Please note that the County reserves the right to reject any member of the staff from appearing on behalf of the County. The County further reserves the right to select specific members of the staff to appear on cases.

vi) annual revenue of the firm

vii) annual revenue from other public entities in New York State

viii) a list of at least three major cases involving your firm in the area of workers', compensation defense

ix) any other information that will permit the County to determine capability of vendor to meet all contractual requirements

x) Identify:

(1) Have you or any member of your firm been held in contempt of court? If so, please specify in the proposal

(2) Does your firm have any past or present suits with any current or former customers? If so, please specify in the proposal.

c) Detailed response identifying your proposed process and system solution to this proposal, if applicable.

d) Implementation schedule.

e) Provide a sample of your case reports, in all kinds of cases. Include cases involving classification of permanent partial disability (ppd) status, SLU recommendations and synopses of depositions.

f) Fees/Costs: Provide information pertaining to fees or costs associated with your proposal.

g) A breakdown of all fees associated with litigation. Include the cost of all expenses that are likely to be allocated to cases.

h) Any other information you deem important for the RFP evaluation committee's review.

2) References:
   a) names, titles, addresses and phone numbers of key contacts for 5 villages, towns, cities or a combination thereof, that are existing customers

   b) identification of any customers/clients that have terminated services in past two years

3) Copies:
   a) All responses must have 5 copies. Only one (1) cost proposal should be submitted with the original proposal.
   b) Original and copies should be submitted to Peter Reinharz at the address above.

4) Identify, if any, all adverse determinations against your business; or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or County equal opportunity laws or regulations. If none, please state that there are no such actions.

5) a. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime arising directly or indirectly from the conduct of your business, or has any of your partners or former partners been convicted of any crime involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail. If none, please say not applicable.

   b. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been barred, on the basis of criminal activity or association or other misconduct, from obtaining a government-required license, permit or contract? If so, please describe in each such instance. If not, please say not applicable.

6) A description of any action, suit, proceeding or investigation pending or threatened against your firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.

7) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your business which is still pending, or have any of your partners or former partners been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and surrounding circumstances in detail. If not, please say not applicable.

8) Biographies:
   Please provide resumes of the partners in the firm and the resumes of professional staff who you expect to be assigned to the account. If staff has yet to be hired, please indicate that additional professional staff will be hired in the future. Please note that the County reserves the right to reject the appearance of individual members of the firm to appear before the NYS Workers' Compensation Board. Hiring of professional staff who will be assigned to the County account must be discussed with the County Attorney, the Chief Executive Deputy County Attorney or the managing attorney.

9) Conflict of Interest:
   Please disclose:
   (i) Any material financial relationships that your firm or any employee has that may create a conflict of interest or the appearance of a conflict of interest in providing these services to Nassau County.
   (ii) Any family relationship that any principal or 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 providing these services Nassau County.
   (iii) Any other matter that your business believes may create a conflict of interest or the appearance of a conflict of interest in providing these services to Nassau County.

E. ADDITIONAL INFORMATION

1) All materials submitted in response to this Request for Proposals will become the property of the County.

2) The County reserves the right to conduct discussions with one or more proposers. No proposer shall have any rights against the County as a result of such discussions.

3) The County reserves the right to negotiate separately with any source whatsoever

4) The County reserves the right to waive any irregularity in any proposal received or any other aspect of this procurement.

5) Communication with the County
Proposers are advised that from the date this RFP is issued until the contract, no contact with the County personnel in any way related to this solicitation is permitted, except as shall be authorized by the officer designated herein as the County's contact persons (as identified in Section II D herein)

6) Each proposal prepared in response to this RFP will be proposed solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the County.

7) Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein.

8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the County.

9) Disclaimer

The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

10) Freedom of Information Law

All proposals submitted to the County in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such firm's competitive position. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the vendor in advance of such disclosure to enable the vendor to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

Exhibits to RFP deliberately excluded—Said exhibits set forth standard contract language and Nassau County laws that are made part of contracts.

EXHIBIT B

RESPONSE TO REQUEST FOR PROPOSAL RFP # AT0425-0630

SUBMITTED TO:
PETER REINHARZ
MANAGING ATTORNEY
NASSAU COUNTY ATTORNEY'S OFFICE
ONE WEST STREET
MINEOLA, NEW YORK 11501

SUBMITTED BY:
VECCHIONE, VECCHIONE & CONNORS LLP
269 HILLSIDE AVENUE
WILLISTON PARK, NEW YORK 11596
(516) 741-7575
FAX (516) 294-4636

MANDATORY PROPOSAL RESPONSE REQUIREMENTS

1) a) Service Summary: Each claim file is to be reviewed in detail prior to each hearing. Using our extensive experience in the defense of New York State Workers' Compensation claims, Vecchione, Vecchione & Connors will attend all hearings and proceedings on workers' compensation matters. At each hearing, the County of Nassau will be represented by a licensed attorney in good standing with the New York State Bar. Upon return of each claim file from hearing or proceeding, Vecchione, Vecchione & Connors will provide Nassau County and Triad with concise typewritten reports of the proceeding, which shall include the nature of the claim and questions under consideration; the Administrative Law Judge's decision and award, if any; and a detailed description of any additional required documentation and witnesses for future proceedings, as well as the date(s) of such proceedings. Vecchione, Vecchione & Connors, LLP will handle all appeals, rebuttals and Appellate Division matters.

Vecchione, Vecchione & Connors employs a full-time messenger service to guarantee the pick up and delivery of claim files from the Workers' Compensation Unit in a timely fashion on an as needed basis. At a minimum the pick-up and delivery of claims will be scheduled at least twice a week. The law firm agrees to return files within five (5) calendar days for all money awards and ten (10) calendar days for all other hearings.

We will draft and file C-250's where indicated. The cost proposal will include all pre-trials with the Special Funds Conservation Committee. We will file the County's mail with the Workers' Compensation Board and return a stamped copy if provided and requested. We will conduct all lay and medical depositions. We will perform the necessary legal research to support our arguments before the Board, appeals, rebuttals and submissions to the Appellate Division. We will perform all of the services that we have been

performing for the past fifteen (15) years. We will perform all of the services currently required by our present contract.

Our legal staff is available to provide advice, guidance and consultation regarding all workers' compensation claims required by Nassau County and Triad personnel. We will be available by telephone and/or e-mail for any questions. We will meet with Nassau County and Triad personnel to present seminars. We will testify on all fraud cases for the Nassau County DA's office.

Our proposal provides cost certainty. We have represented the County for approximately fifteen (15) years so we have familiarity with the County and County processes that is unmatched by any other firm in the industry. We have fifteen (15) years of experience performing the services of the type contemplated by this RFP on behalf of the County. In addition, we have similar experience representing multiple other municipalities such as Suffolk County, the City of White Plains, the City of Yonkers, the Village of Hempstead, the Town of North Hempstead and many other Villages and School Districts. We also represent an extensive amount of Fortune 500 companies and large insurance companies. Our practice is limited to the defense of workers' compensation claims for self-insured employers, insurance companies and third party administrators. We regularly develop and present seminars to our clients and other organizations in the industry, such as the Self-Insured Association, RIMS and the New York Claims Association. Our firm is located in Nassau County and the majority of our staff reside in Nassau County. The strength of our firm is the people. The partners do more than promote the firm, they litigate the high profile cases. Our office is staffed seven (7) days a week and usually until at least 8:00 p.m. during week days. This allows fast response to emergency situations. We provide the cell phone numbers and personal e-mails of all attorneys so that they can be reached on a moment's notice. We typically maintain one to three attorneys in the office at all times for easy access for clients. Our firm is

[redacted] one of the first firms to e-mail all reports and correspondences. We were chosen by the NY State Insurance Fund to [redacted] of electronically reporting directly into their data base and we were the first firm in the industry to master this.

1) b) Qualifications:

i) Firm Overview: The founder of the firm has been practicing workers' compensation defense for in excess of forty (40) years. The firm moved to Nassau County in 1972 and has been practicing workers' compensation defense in Nassau County since that time. We have thirteen (13) attorneys who specialize in workers' compensation defense. Our firm is a member of the Self-Insurers Association, The New York Claims Association, RIMS and the Workers' Compensation Bar Association, of which we are a member of the Board of Directors. We represent the largest and smallest employers, third party administrators and insurance companies in the industry, such as Federal Express, Consolidated Edison Company of New York Inc., St. Paul Travelers Indemnity Company and Suffolk County, to name a few. We are experienced in every phase of workers' compensation, including occupational diseases, heart and stress cases, disability benefits claims as well as the usual cases. We have extensive trial experience in every type of case. We are always on the leading edge of changes in the industry. We are sought out by the associations we are members of and our clients, to regularly present seminars and continuing education.

ii) Age of the firm: Twenty-four (24) years.

iii) Names, addresses and position of all persons having a financial interest in the firm.

Michael F. Vecchione, Managing Partner

[redacted]

Steven F. Connors, Partner

[redacted]

(Mr. Connors is presently in the process of purchasing and moving to a residence in [redacted]

iv) State of incorporation: New York State

v) Number of employees, including the number of partners, associates or staff who appear of counsel.

Michael F. Vecchione, Partner;
Steven F. Connors, Partner;
Francis J. Vecchione, former partner;
Myles J. Magbitang, Associate;
Richard Masone, Associate;
Gina Marie Cano, Associate;
Carl Saks, Associate;
Lawrence Feldman, counsel;
James J. Slattery, counsel;
Howard Geasor, counsel;
Joseph D. Madden, counsel;
Leonard Feld, counsel;
Diane Ratcliffe, office manager;
Dawn Murray, deposition clerk;
Cathy Daly, office coordinator;
Jeanette Cerraro, office coordinator;
Maryann Babyer, staff
Mildred Beim, staff
Elizabeth Delano, staff
Mary Ann Ferrand, staff
Barbara Grant, staff
Susan Kelly, staff
Eleanor Livoti, staff
Maria Marsala, staff
Carolyn Sexton, staff
Grace Sferrazza, staff
Eileen Riley, staff

vi) Annual revenue of the firm; $2,700,000.00

vii) Annual revenue from other public entities in New York State: $625,000.00

viii) Three major cases involving our firm in the area of workers' compensation defense:

1. Petermann v. Consolidated Edison
2. Fortunato v. Opus III VII Corp. & St. Paul Travelers
3. Green v. Consolidated Edison
4. Orlando v. City & Suburban/NY Times & St. Paul Travelers
5. McGown v. Holly Patterson

Please see Exhibit A attached hereto for a synopsis of each case as well as the Notices of Decision.

ix) Information that will permit the County to determine capability of vendor to meet all contractual requirements: We have represented the County for approximately fifteen (15) years and have met and exceeded the contractual requirements. We already possess the staff and knowledge to continue to provide excellent service on behalf of the County. We are large enough to handle the County's volume but small enough for our entire staff to be available for your staff. Our staff has always been accessible, and you can confirm with your staff, that during emergency or important situations, our staff, including the managing partner, has been available, whether it be early in the morning, late at night or a weekend, to serve your needs.

x) Identify:

(1) Have you or any member of your firm been held in contempt of court? NO.
(2) Does your firm have any past or present suits with any current or former customers? NO

c) Detailed response identifying your proposed process and system solution to this proposal, if applicable: We will pick up the County's files from the Triad Merrick office and the County's office on a regular basis. In addition, we will receive cases from Triad Troy's office. Upon

receipt of the cases, they will be entered into our computer system and tracked by our computer system. This will allow us to identify the location of the case and for what purpose it is in our office. We will prepare for hearings and other work requested by the County. We will prepare detailed hearing reports and other responses and return the cases to the proper office. We will perform legal research electronically when necessary. Appeals and rebuttals will be timely filed. We will track and inform Triad of all trial dates. We will recommend in our reports all work needed to be completed. We will be available for meetings with the staff of the County or District Attorney's office when necessary. We will respond to all telephone and e-mail inquiries on a timely basis. We will develop and present seminars and continuing education to the County's staff and Triad's staff.

d) Implementation schedule: Since we are presently representing the County, the implementation of the contract would be immediate and seemless.

e) Provide a sample of your case reports, in all kinds of cases: Please see exhibit B attached hereto.

f) Fees/Costs: The cost of our proposal is set forth in the sealed envelope submitted with the same. This is provided in this fashion as requested by Peter Reinharz at the May 12, 2006 bidding conference.

g) Breakdown of all fees associated with litigation. Include the cost of all expenses that are likely to be allocated to cases: Our cost proposal covers all expenses for work performed by our firm. Additional litigation costs would be subpoenas, billed at the actual cost of the subpoena. Presently, the County uses their own personnel to serve subpoenas to reduce cost. Doctor's testimony fees which typically run $400.00 to $600.00 per doctor. The fees are awarded by the Law Judges and paid directly by Triad Group on behalf of the County.

Fees for minutes and transcripts, which cost depends on the amount of pages, are presently paid by the County.

h) Any other information you deem important for the RFP evaluation committee's review: We are experienced in every phase of workers' compensation, including occupational diseases, heart and stress cases, disability benefits claims, Section 120 Discrimination Claims, as well as the usual cases. We have thorough trial experience and are sought out by company's in the industry to handle the most difficult cases. Our hearing memorandums not only set forth what has transpired at the hearing by way of findings, awards or judicial directions; but in addition thereto, are completely informative as to suggestions for the future handling of the claim, adequacy of reserves, whether the County should arrange for a physical examination of the claimant, to limit liability on the questions of disability and treatment, and a review of the contents of the file are included. We also suggest, where applicable, that the County should investigate for possible relief under Section 15-8, 25-a, loss transfer or liens on third party actions. Where safety measures should be implemented or changed, suggestions are made accordingly. All of our cases are electronically tracked and we are members of two systems for legal research. We are able to access the Workers' Compensation Board's E-case system. Thus we are able to review the Board's files from our office. This is very helpful in providing you with information and preparing documents such as memorandums of law, appeals and rebuttals. We, in addition, e-mail all of our hearing reports and other correspondences immediately upon the drafting of the same. In addition, we deliver a hard copy of the hearing report to you when we return the file. This allows for quick reporting on claims and allows you, in turn, to respond to the same in a more efficient manner than having to wait for the file to be returned. We helped pioneer the resurgence of the issue of voluntary withdrawal. We have developed workers' compensation case law

and Appellate Division case law that has been very helpful in succeeding on this issue. There is absolutely no one in the industry that can match our knowledge of the County's processes, contracts, unions, and workings. We have made our partners and staff available to testify in fraud cases before the criminal court. We have cooperated with the District Attorney's office to make certain that fraudulent claimants were prosecuted to the fullest extent. Time and time again, we have shown the willingness to perform services that were not required by our contract at no extra cost to the County to insure that the County was represented in the best way possible.

2) References:

Hon. Steven Levy, Suffolk County Executive
H. Lee Dennison Building
Hauppauge, New York
(631)877-0940

Frank Mulvihill,
City of White Plains
White Plains, New York
1 800 329-6185 x 216

Village of Hempstead
99 Nichols Court
Hempstead, New York
(516) 489-3400

Hon. Nancy Zolezzi, Mayor
Village of East Williston
2 Prospect Street
East Williston, New York
(516) 746-0782

Hon. Jack Martins, Mayor
Village of Mineola
221 Mineola Boulevard
Mineola, New York 11501
(516) 294-5614

Hon. Thomas Dwyer, Council Member
Town of North Hempstead
200 Plandome Road
Manhasset, New York
(516) 869-7696

3) Copies: 6 copies of the proposal are submitted along with one cost proposal.

4) Identify, if any, all adverse determinations against your business, or its employees, or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of Federal, State or County, equal opportunity laws or regulations. NONE.

5) a. Has your firm, or any of its employees, present or past, or anyone acting on its behalf, ever been convicted of any crime arising directly or indirectly from the conduct of your business, or has any of your partners or former partners been convicted of any crime involving business or financial misconduct or fraud? Not Applicable.

b. Has your firm, or any of its employees, present or past, or anyone acting on its behalf, ever been barred on the basis of criminal activity or association or other misconduct, from obtaining a government-required license, permit or contract? Not Applicable.

6) A description of any action, suit, proceeding or investigation pending or threatened against your firm, including, without limitation, any proceeding known to be contemplated by government authorities or private parties. Not Applicable.

7) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your business which is still pending, or have any of your partners or former partners been indicted or otherwise charged in connection with any criminal

matter involving business or financial [illegible] fraud, which is still pending? Not Applicable.

8) Biographies: Attached hereto as exhibit "B" are the resumes of the partners and associates expected to be assigned to the County's account. Please note, since we are presently handling the County's matters, we are adequately staffed but we do have an agreement in principal to hire an additional attorney whose name will be supplied once the offer of employment is accepted.

9) Conflict of Interest: Not Applicable.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS LLP

By: Michael F. Vecchione, Esq.
Managing Partner
269 Hillside Avenue
Williston Park, NY 11596
(516) 741-7575
Cell #: (516) 661-6722
Mvecchione@vecchionelaw.com

STAFF RESUME - VECCHIONE, VECCHIONE & CONNORS LLP

MICHAEL F. VECCHIONE, Partner: Graduate of St. John's University School of Law June, 1984 with a Doctorate in Jurisprudence. Began as a law clerk under Francis Vecchione doing Workers' Compensation Law research and preparation of memorandums law, review and appeals, from 1982 to 1984. Began practicing at the Worke: Compensation Board as a defense attorney from 1984 to date. Has handled the trials various types of compensation claims including the testimony of both medical and witnesses. He became a full partner of the firm in 1994. Member New York St Workers' Compensation Bar, RIMS, The Self-Insured's Association and The New York St Claims Association.

STEVEN F. CONNORS, Partner: Graduate of Fordham University and Fordham Univers School of Law - May 1988 with a Doctorate in Jurisprudence. For the last 14 years been handling Workers' Compensation matters on a daily basis. This including regu hearings and lay and medical testimony, in depth legal research and oral argumen Member of New York State Workers' Compensation Bar.

FRANCIS J. VECCHIONE, Graduate of St. John's University School of Law - June 19 Began as a Workers' Compensation Defense Attorney with The Continental Insura Companies and Underwriting Adjustment Company. Thereafter, formed his own firm anc an outside attorney handled the workers' compensation defense hearings for vari insurance carriers. He is experienced in every phase of Workers' Compensati including Appellate Practice. Member New York State Workers' Compensation Bar, Nas County Bar Association and New York State Bar Association.

MYLES J. MAGBITANG: Graduated from Cornell University in 1995; Hofstra School of in 1998. Is a member of the New York State Bar Association. Worked as a crim. defense attorney for Nassau County for two years and then entered the field workers' compensation in 2001. Joined the firm of Vecchione, Vecchione & Connors in March 2003.

RICHARD MASONE: Graduate of Brooklyn Law School with a Doctorate in Jurisprudenc June of 1999. Has worked in the field of worker's compensation since October of 1 Was employed by the District Attorney's office as an intern for 2 ½ years whi student. Is a member of the Suffolk County Bar Association.

GINA MARIE CANO: Graduate of Hofstra University School of Law May 2003 wi Doctorate in Jurisprudence. Began working at Vecchione, Vecchione & Connors LI May 2001 as a Law Clerk doing extensive legal research and negotiating settlem Now working as an attorney with the firm handling various types of wor compensation claims.

CARL SIKS: [illegible] Graduate of Brooklyn College and the Brooklyn Law [illegible] with [illegible] Jurisprudence. He also holds an LL.M in Trade Regulation [illegible] New [illegible] University School of Law. He also served as assistant Attorney [illegible] in the Appellate Bureau of N.Y.S. Law Department for 7 years as well as [illegible] years as Administrative Law Judge of the Workers' Compensation Board. He has been engaged in the private practice of compensation law for the past 10 years.

OF COUNSEL

LAWRENCE FELDMAN: Graduate of Brooklyn Law School, was employed as a hearing attorn for twenty (20) years with the Cosmopolitan Insurance Company and thereafter h worked as outside counsel for various insurance carriers and as associate to defen attorneys in the same field. Member of New York State Workers' Compensation Bar.

JAMES J. SLATTERY, JR: Graduate of Fordham University and New York Law School. Beg as a Workers' Compensation Assistant Claims Manager and Law Manager of Worker Compensation for a casualty insurer. Later, attorney of record of large self-insu corporation covering Workers' Compensation, liability and auto liability. Present specializing in the handling of trial hearings before the Workers' Compensation Boa in all areas of Workers' Compensation, including the preparation of applications f Board review. He is thoroughly experienced in all Special Funds matters. He currently a member of the Board of Directors of the New York Workers' Compensation B Association.

HOWARD GEASOR: Graduate of St. John's University School of Law. Worked as a hear representative for the State Insurance Fund; worked ten years as an attorney for t Federal Department of Defense and Assistant General Counsel for the Transit Authorit Since 1994 has worked as outside counsel for various insurance carriers and associate to defense attorneys in the same field. Is a member of the New York Sta Bar Association.

JOSEPH D. MADDEN: Graduate of St. John's University School of Law. Admitted to t Bar in 1980. Worked in the field of Workers' Compensation since 1981. Is a member the New York State Civil and Criminal Trial Lawyers Bar Association and New York Sta Bar Association.

LEONARD B. FELD: Graduate from Touro College Jacob D. Fuchsberg Law Center in 19 Worked for the State Insurance Fund for 17 years as a Hearing Representative prior becoming an attorney. Worked privately and of-counsel to several law offices, all the field of Workers' Compensation. Has experience in every phase of Worke Compensation, including the writing and filing of Appellate Briefs with the Supreme

Court, Third Judicial Department. My admissions are New York, New Jersey; Distr Court of New Jersey; Southern, Eastern, Northern Districts of New York; Sec Circuit, Court of Appeals; United States Court of Military Appeals; United Sta Supreme Court. Is a member of the New York Worker's Compensation Bar Association.

PATRICIA M. SWEENEY: Graduate from Pace University School of Law with a Doctorate Jurisprudence in June of 1993. Worked in the District Attorneys office prior entering the field of worker's compensation. Since 2001 has worked entirely in field of worker's compensation for both private firms and on an independent basis.

EXHIBIT A

Peterman v. Con Edison

In this landmark ruling on the issue of voluntary withdrawal, the Board and Appellate Division ruled that the requirements that an individual consulted with a doctor and/or has medical evidence contemporaneous to his/her retirement documenting an inability to work applies to slow starting dust disease claims.

Dominic Orlando v. City and Suburban/NY Times

In this particular claim, the issue of fraud was heavily litigated. Although the Judge rendered an unfavorable ruling, following our filing of an Application for Review, the Board Panel reversed the Judge's determination and found that the claimant violated Section 114-a of the statute. In so doing, the Board Panel disqualified the claimant from future wage replacement benefits subsequent to 10/31/03. In addition, he assessed a mandatory penalty on the claimant for benefits made payable for the period made payable for the period of 8/5/02 to 10/31/03.

Ronald Green v. Con Edison

This established back claim was initially resolved in the year 1993 with the claimant classified PPD at $150.00 RE. It was subsequently reopened and restored to the trial calendar when it was learned that the claimant was participating in activities inconsistent with his purported disability. Following the testimony of the claimant and a lay witness, the Law Judge ruled that there was no evidence that the claimant was working and that he was entitled to ongoing awards at the rate of $150.00 RE. We appealed, contending that although the claimant may not be working, the available evidence demonstrated that his ongoing non-work status did not stem from his work related injury and that there was, therefore, no further causally related loss of earnings. The Board agreed with our position, ruling that the claimant is no longer entitled to monetary awards.

Isabelle McGown v. Nassau Health Care Corp.

In this controverted death claim, it was asserted that the decedent's exposure to toxic fumes in the work place caused and/or contributed to her demise. The matter was extensively litigated with both lay and medical testimony. At the conclusion of the record, the Law Judge rendered an

[illegible] decision, establishing the claim. Following the submission of an appeal and oral arguments before the Board Panel, however, we were successful in obtaining a reversal of the Law Judge's decision. The Board Panel disallowed the claim.

John Fortunato v. Opus III VII Corp.

In this controverted claim, the claimant asserted that he was struck by a car while performing his duties as a pharmaceutical sales representative, and that the trauma resulted in an exacerbation of a pre-existing liposarcoma with metastasis. Following the testimony of the claimant and lay witnesses, the Law Judge established the claim, relying on the presumptions of Section 21 and a carrier's consultant report conceding causality. We appealed, contending that the claimant's allegations were completely lacking in credibility and wholly unbelievable. Even in the absence of hard evidence in support of our position, based upon our arguments, the Board Panel reversed the Judge's ruling.

APP-DIV-OP

State of New York
Supreme Court, Appellate Division
Third Judicial Department

FINNEGAN
GROSKI
SHIELDS

Decided and Entered: May 16, 2002

89890

TSP

In the Matter of the Claim of
WALTER R. PETERMANN,
Appellant,

v

WCB# 09749469

MEMORANDUM AND ORDER

CONSOLIDATED EDISON,
Respondent.

WORKERS' COMPENSATION BOARD,
Respondent.

Calendar Date: April 24, 2002

Before: Cardona, P.J., Mercure, Crew III, Spain and Rose, JJ.

Brecher, Fishman, Pasternack, Popish, Heller, Rubin & Reiff, New York City (Frank Gulino of counsel), for appellant.

Vecchione, Vecchione & Connors, Williston Park (Michael F. Vecchione), for Consolidated Edison, respondent.

Crew III, J.

Appeal from a decision of the Workers' Compensation Board, filed October 16, 2000, which ruled that claimant voluntarily withdrew from the labor market.

Three years after retiring at age 66 from his job as a supervisor, claimant filed a claim for workers' compensation benefits based upon work-related asbestosis. Noting claimant's testimony that his decision to retire was not based upon the advice of a doctor and given the absence of any medical evidence

APP-DIV-OP

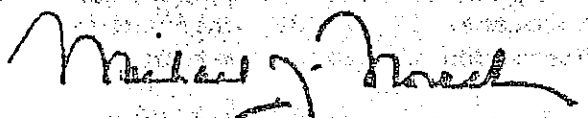
of claimant's incapacitation at the time he retired, the Workers' Compensation Board concluded that claimant voluntarily withdrew from the labor market. Claimant now appeals.

As the Board's decision is supported by substantial evidence, we affirm. In contrast to Matter of Evans v Jewish Home & Hosp. (289 AD2d 795), upon which claimant relies, the Board here did not resolve the factual issue of whether claimant voluntarily withdrew from the labor market by focusing exclusively upon the absence of medical advice to retire. Nor do we find any merit to claimant's argument that the Board placed undue emphasis upon the absence of medical evidence of incapacitation. The fact that claimant sought no medical treatment for his breathing difficulties until long after he had retired is entirely inconsistent with his present claim that such difficulties interfered with his ability to perform his job to the extent that they played a role in his decision to retire (compare, Matter of Beehm v Educational Opportunity Ctr., County of Rensselaer, 272 AD2d 808).

Cardona, P.J., Mercure, Spain and Rose, JJ., concur.

ORDERED that the decision is affirmed, without costs.

ENTER:



Michael J. Novack
Clerk of the Court

David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board

In regard to Ronald Green, WCB Case #0872 7456

MEMORANDUM OF BOARD PANEL DECISION

keep for your records

Opinion By: A. Edel Groski
Michael T. Berns
Robert M. Zinck

In an application filed 9-12-05, the self-insured employer requests review of the Workers' Compensation Law Judge ("WCLJ") notice of decision filed 8-11-05, which contained the findings made at a hearing held on 8-05-05 when the WCLJ awarded compensation benefits for the period from 4-16-05 to 8-06-05 and continuing at the rate of $150.00, granted an attorneys' fee in the amount of $300.00, and found that the provisions of Workers' Compensation Law §114-a do not apply.

The self-insured employer requests that the decision be rescinded, and a finding be made that the claimant has no further causally related disability or has voluntarily removed himself from the labor market. The self-insured employer asserts that the claimant testified that, following the work accident, he returned to full-time work in 2001 earning $400.00 per week and that the employment ended when the employer moved out of state. The self-insured employer asserts that the claimant testified that he works-out at a gym 60-90 minutes a day, 6 to 7 days a week. Further, the self-insured employer asserts that the claimant was videotaped carrying a queen size mattress. It is contended by the self-insured employer that these assertions reflect that the claimant has no further disability and that the claimant's loss of earnings is not related to his work-related injury.

A rebuttal was filed on behalf of the claimant on 9-23-05, wherein the claimant's attorney requests that the application for review be denied because it is untimely filed. If it is considered, then the claimant's attorney requests that the notice of decision be affirmed because the self-insured employer failed to produce evidence that the claimant had gainful employment in violation of Workers' Compensation Law §114-a. The claimant's attorney asserts that the self-insured employer never asked the claimant whether he was working at the time that the claimant was working, and that the claimant was informed by a WCLJ that he was permitted to work part-time without the employment affecting his compensation benefits. Further, the claimant's attorney contends that once a claimant is classified with a permanent partial disability, then the claimant has no obligation to seek new employment.

*** *Continued on next page* ***

Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision– 04/17/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pide informacion acerca de su reclamacion(caso).

Initially, the Board Panel addresses the allegation made by the claimant's attorney that the self-insured employer's application for review is untimely. Workers' Compensation Law §23 grants a party thirty days during which the party may timely file an application for review from a decision of a WCLJ. If an application is not timely filed, then the Board is authorized pursuant to Board Rule 12 NYCRR 300.13(c)(3)(i) to deny such application. However, pursuant to Workers' Compensation Law §123, the Board may exercise its discretion, in the interest of justice to consider an untimely filed application for review.

In the instant matter, the notice of decision was filed on 8-11-05. Thus, an application for review is timely filed if it is received by the Board on or before 9-10-05. However, because 9-10-05 was a Saturday, the timely filing date is extended to the next business day, which, in this case, was 9-12-05. The self-insured employer's application was received by the Board on 9-12-05. Therefore, the self-insured employer's application is timely filed.

The Board Panel will now consider the merits of the application.

The claim is established for a work-related back injury that occurred on 1-15-87. At a hearing held on 1-27-93, the claimant was classified with a permanent partial disability and the self-insured employer was directed to continue payments at the rate of $150.00. This case is controlled by the $300.00/$150.00 maximum compensation rates.

In September 2004, the self-insured employer requested the case be reopened on the question of whether the claimant was working. A hearing was held on 4-15-05, at which time brief testimony was taken from the claimant. The claimant testified that he had worked for approximately one year in 2001 for an electrician. He was laid-off after 9-11-01 and he has not worked subsequently.

Further testimony was taken from the claimant at a hearing held on 7-08-05. On that date, the claimant testified that he worked 4 to 5 months as an electrician. He did not have to perform heavy lifting, but he did tear down ceilings. The claimant was paid $10.00 per hour and worked 40 hours per week. The employment ended shortly after 9-11-01 when he was laid-off. The claimant has not looked for, nor has the claimant worked, any employment subsequently. Following his separation from employment as an electrician, the claimant collected unemployment insurance benefits for 26 weeks.

The claimant acknowledged completing work activity questionnaires in 2002 and 2003. Although these are not contained in the Board's file, it was indicated during testimony that the claimant indicated on these questionnaires that he was not working. The claimant stated that an investigator from the self-insured employer would visit him annually, but that he was never asked by the investigator whether he was working.

The claimant testified that he joined the YMCA in 1996. Initially, he volunteered at the gym cleaning up towels in exchange for a free membership. The claimant stated that he goes to the gym everyday for 90 minutes, where he uses a steam room and sauna and he performs weight training to help his back condition. The claimant had received some free guest passes to the NYSC where he also worked-out. However, the claimant denied working at the NYSC and he denied working at the YMCA in the last several years.

The self-insured employer produced for testimony Mr. Ormandy, an investigator, along with video tape surveillance of the claimant obtained by Mr. Ormandy on 7-19-04 and 7-26-04. Mr. Ormandy testified that he interviewed employees and members of the NYSC and that these interviews revealed that the claimant had worked

*** Continued on next page ***

Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision– 04/17/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

full-time as a membership consultant at the NYSC, but that, at the time of the interview, the claimant was a substitute who only worked when needed. Mr. Ormandy did not obtain the names of the witnesses, nor did he obtain statements from these witnesses.

The video tape surveillance depicted the claimant moving a queen-sized mattress along the sidewalk. The claimant was depicted standing at the top of a staircase, straddling the stairs as he leaned forward and grabbed a queen-sized box spring and pulled it up the staircase as another male pushed the box spring from below. The claimant then moved the box spring to the sidewalk. Later, the claimant and another male are observed loading the mattress and the box spring into the back of a sanitation truck. Further, the video tape surveillance documented the claimant walking several blocks to a YMCA, entering the premises for a period, and then walking several blocks home.

The claimant offered rebuttal testimony after Mr. Ormandy testified and the video tape surveillance was displayed. The claimant denied working at the NYSC. In support of his testimony, the claimant produced a written statement from a general manager of NYSC, wherein the general manager stated that the claimant is not and was never an employee. The claimant stated that when he went to the gyms, he would lift weights, swim and use the sauna. He stated that he would perform ten repetitions of bench-press lifts of 60 pounds, arm curls while seated using 30 to 40 pound dumbbells, and that he would not perform any squat-lifts or other lifts that taxed his back.

The claimant acknowledged helping a superintendent to dispose of the mattress and box spring, but stated that they were not heavy and that the superintendent did most of the lifting. Finally, the claimant testified that he has not sought new employment and that the main reason that he is not working is because he is caring for his grand daughter.

Workers' Compensation Law §114-a provides that a claimant may be disqualified from receiving certain compensation benefits if the claimant knowingly made material misrepresentations in order to obtain compensation benefits or in order to influence any determination regarding the receipt of any compensation benefits. The Courts have held that Workers' Compensation Law §114-a applies if a claimant knowingly made a material false statement in order to obtain or influence any determination regarding such benefits. *Johnson v New York State Department of Transportation*, 305 A.D.2d 927, 758 N.Y.S.2d 870 (3rd Dept. 2003). A material misrepresentation can be based upon an omission of a relevant fact, *Fighera v. New York City Department of Environmental Protection*, 303 A.D.2d 861, 755 N.Y.S.2d 344 (3rd Dept. 2003) or can be based upon the exaggeration of symptoms to a physician who is making a determination regarding the claimant's degree of disability. *Michaels v. Towne Ford*, 9 A.D.3d 733, 780 N.Y.S.2d 234 (3rd Dept. 2004); *Bowes v. Gulinellos Town & Country*, 3 A.D.3d 805, 771 N.Y.S.2d 266 (3rd Dept. 2004). Further, the misrepresentation need not affect a claimant's entitlement to compensation benefits in order for the misrepresentation to be deemed material. *Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

The record does not contain sufficient evidence that the claimant knowingly made a material misrepresentation.

The self-insured employer produced evidence that the claimant worked in the past as a membership consultant at the NYSC. However, this evidence is unreliable. The investigator did not obtain the name of the witnesses and he did not obtain statements from the witnesses. In rebuttal, the claimant testified that he never worked at the NYSC and he supported his testimony with a written statement from the general manager of the NYSC. Therefore, the provisions of Workers' Compensation Law §114-a do not apply.

*** *Continued on next page* ***

Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision-- 04/17/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

The record does contain evidence that the claimant's losses of earnings are not causally related to his work-related disability.

The fact that the claimant has been classified with a permanent partial disability creates a presumption that any subsequent losses of earnings are causally related. However, in this situation, the self-insured employer has produced sufficient evidence the claimant's losses of earnings are solely due to factors unrelated to his work-related disability.

The evidence demonstrates that the claimant was capable of working a physical job full-time until he was laid-off for reasons unrelated to his disability. The evidence demonstrates that the claimant is capable of lifting and carrying heavy weights and large, heavy objects. The evidence demonstrates that the claimant has not sought any employment and that the reason the claimant has not sought employment is for reasons unrelated to his work-related disability.

The Board Panel finds, upon review of the entire record, that the record does not contain evidence the claimant made a material misrepresentation and that the record contains sufficient evidence that the claimant's losses of earnings are solely due to factors unrelated to his work-related disability.

Accordingly, the notice of decision filed 8-11-05 is MODIFIED to find no compensable lost time subsequent to 4-16-05 and to rescind the attorneys' fee. The case is marked no further action.

All concur.

A. Edel Groski — Michael T. Berns — Robert M. Zinck

Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision–	04/17/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board

In regard to Dominic A Orlando, WCB Case #0022 8409

MEMORANDUM OF BOARD PANEL DECISION

keep for your records

Presiding: Karl A. Henry
Mona A. Bargnesi
Michael T. Berns

Oral argument was heard in Brooklyn, New York on February 7, 2006. Thereafter the following decision was rendered.

The carrier, by application received on 11/10/04, requests review of the Workers' Compensation Law Judge [hereinafter WCLJ] decision filed 10/12/04 in which the WCLJ continued the case.

The carrier contends that at the 10/4/04 hearing, it demanded production of the claimant's books, records, and client list and the WCLJ denied the request. The carrier also seeks a copy of the claimant's personal tax returns and his bank records. The carrier seeks these documents in order to determine what the claimant's income is and whether there are any reduced earnings. According to the carrier, these documents are also necessary to ascertain whether the landscaping business would prohibit the claimant from working for the employer. The carrier argues that the claimant started his landscaping business early in the morning and he worked the night shift for the employer and states, "so he would not have been able to get home on time to do the landscaping business if he did not state he was out of work due to this compensation claim." The carrier states that the claimant's testimony as to the amount of income he received from his landscaping business is not credible and the carrier seeks to have a forensic accountant audit the claimant's records.

In rebuttal, the claimant's attorney asserts that the WCLJ properly denied discovery of books and records, since the documents are irrelevant to any of the issues in the case. The attorney states that the claimant sustained a back injury while lifting a bundle of newspapers on 5/14/02. In addition to his job for the employer at which he worked the night shift, he also had his own landscaping business at the time of the accident, which he managed and at which he worked when he arrived home from the employer in the mornings. The claimant has testified at multiple hearings and has disclosed the fact that he has a landscaping business that was in operation at the time of his accident. According to the attorney, if the claimant would have had Workers' Compensation insurance on his

*** Continued on next page ***

Claimant -	Dominic A Orlando	Employer -	City & Suburban/NY Times
Social Security No. -		Carrier -	Travelers Insurance Company
WCB Case No. -	0022 8409	Carrier ID No. -	W213003
Date of Accident -	05/14/2002	Carrier Case No. -	022-CB-ASV3090T
District Office -	NYC	Date of Filing of this Decision -	02/24/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

about the landscaping business. He estimated that he earned $200.00 to $300.00 per week from his business after paying the help and after paying for material and gas.

C.B. the employer's director of human resources and labor relations, testified on 2/25/04. He had a conversation with the claimant in November 2003 in which the claimant admitted to him that he had done some heavy lifting but only as necessary to maintain his business, approximately five or six times. According to the witness, the claimant did not deny his work. The witness testified that the claimant was a driver for the employer and his duties included collecting periodicals and newspapers from various publishers, compiling them by dealer account, tying them, loading them onto a truck and unloading them from the truck. Although the witness has not performed the job, it was his understanding that the stacks of papers and periodicals could weigh up to 37 pounds. He agreed that the job consisted of manual labor and it was not light duty. He testified that no light duty work was made available to the claimant.

The employer's investigator, S.L., testified on 2/25/04 and 6/9/04. The testimony, however, consisted of his surveillance of the claimant up until 9/30/03.

Dr. Bruno, the claimant's chiropractor, testified on 10/27/04 that he first treated the claimant on 5/15/02. He felt it was in the claimant's best interest to rest and to not go back to doing heavy lifting. He initially saw the claimant three times per week and subsequently he saw the claimant twice per week. The claimant's 7/25/02 MRI showed multiple disc herniations at L-1/L-2, L-2/L-3, and L-5/S-1 and some flattening of the ventral thecal sac. His examinations correlated with the MRI findings. The doctor found spasm, primarily in his lower back. The doctor wrote a letter on behalf of the claimant clearing him for light duty status in October 2002. He restricted the claimant to no lifting over 20 pounds on a consistent, all-day basis. As of September 2003, he still opined that the claimant should not be doing heavy duty work. He opined that the claimant had a partial disability, which was moderate in degree. Heavy labor will exacerbate his condition. He reviewed videotape activity of the claimant which he considered to be consistent with the work restrictions he placed on the claimant. He continued to consider that the claimant had a moderate disability. He continued to opine that the claimant should not return to his job of lifting and wrapping paper bundles without helpers. He continued to recommend that the claimant return to a light duty status. He was not aware of the claimant's business. The doctor explained that his indication on reports that the claimant was totally disabled was in reference to the type of work that he had been doing for the employer. On 1/26/05 Dr. Bruno testified that the claimant engaged in a "handful" of activities that the doctor believed were outside the claimant's restrictions which included bending, getting up quickly and lifting of certain items. With respect to the claimant's work activity, the doctor and the claimant discussed that the claimant was not working for the employer.

Dr. Stiler, the claimant's treating neurologist, testified on 10/29/04. He treated the claimant on 7/10/02, 10/28/02 and 12/4/02. He found diffuse spasm in the claimant's lower back, and reduced range of motion on the straight leg test, which had worsened over the course of treatment. Although the claimant's chiropractor asked that the claimant be returned to light duty status, Dr. Stiler testified that he would not have allowed the claimant to return to work in any capacity because the claimant actually became worse in spite of the conservative treatment that he was receiving. He considered the claimant to have a total disability and he considered his condition to be permanent based on the MRI findings of herniated discs. The claimant informed the doctor that he was not working as a driver. The doctor did not ask the claimant whether he was performing any other work. The doctor stated that he was concentrating on the type of work the claimant was doing in his job description, which was work as a driver. His opinion with respect to whether the claimant's disability was total would not have changed from a neurological

*** Continued on next page ***

perspective had he known that the claimant worked in a landscaping business performing some lifting, pushing lawn mowers, carrying ladders, and picking up plywood. The doctor considered that the claimant would be another patient who did not necessarily listen to what the doctor recommended. The doctor based his findings and opinion on the neurological examination and the diagnostic testing. The doctor testified that patients with herniated discs have good and bad days and their symptoms can wax and wane. However, when their baseline involves multiple levels of disc herniations which at any time can be aggravated and enlarged, the primary problems remain and the primary limitation has to remain. The doctor would restrict lifting above 10 pounds and sitting and standing for no more than 15 minutes.

The carrier's consulting chiropractor, Dr. Dolci, testified on 1/26/05. He examined the claimant on 8/5/02, 11/7/02, 4/8/03 and 9/9/03. According to the doctor, the claimant stated that he had been unable to return to work since the date of the accident. He found that the claimant had a moderate partial disability based on the findings of involuntary lumbar muscle spasm, limited range of motion, and positive MRI results of multilevel disc pathology in addition to his physical findings. According to the doctor, on 4/8/03 the doctor asked the claimant if he was currently working and the claimant denied working. On 9/9/03, the claimant indicated that he had been unable to return to work since the date of the injury due to the severity of the work injury. The doctor testified that he generally asks if a claimant has been working and the question is not specific to the claimant's work in his prior employment. His examination was consistent with the claimant's MRI findings. He restricted the claimant to activities which did not include lifting, bending or prolonged standing or walking. He considered the claimant's condition to be permanent in nature.

Pursuant to Workers' Compensation Law §114-a(1), "[i]f for the purpose of obtaining compensation pursuant to section fifteen of this chapter, or for the purpose of influencing any determination regarding any such payment, a claimant knowingly makes a false statement or representation as to a material fact, such person shall be disqualified from receiving any compensation directly attributable to such false statement or representation. In addition, as determined by the board, the claimant shall be subject to a disqualification or an additional penalty up to the foregoing amount directly attributable to the false statement or representation. Any penalty monies shall be paid into the state treasury."

The Board Panel does not consider the claimant to have violated WCL § 114-a when he testified, since he revealed his work activity in his landscaping business. Moreover, the claimant filled out his affidavit of work activity having already revealed his landscaping business and thus his explanation for his answers are plausible. In addition, the claimant's doctors' testimony revealed that the discussions surrounding the claimant's work activity involved the work activities for the employer, and the testimony does not support a finding of WCL § 114-a. However, Dr. Dolci's testimony was clear that he specifically questioned the claimant with respect to *any* [emphasis added] work activity and the claimant denied work activity. The Appellate Division has previously upheld a finding that a claimant has violated WCL § 114-a by making false statements with respect to activity to a carrier's consultant. *See, Phelps v. Phelps*, 277 A.D.2d 736, 716 N.Y.S.2d 160 (3d Dept. 2000). In the instant case, the Board Panel finds that the claimant's statements beginning 8/5/02 to Dr. Dolci denying work activity constitute false statements which were made for the purpose of obtaining compensation.

Once a finding is made that a claimant has violated WCL § 114-a, it must then be determined what penalties are warranted under the circumstances. WCL § 114-a provides both mandatory and discretionary penalties. A mandatory penalty is applicable when it is found that the claimant received compensation benefits which were directly attributable to the false statement or representation, which the claimant must forfeit. The Board may also

*** Continued on next page ***

assess a discretionary penalty in an amount equal to the mandatory penalty, or may disqualify the claimant from receiving all or a portion of further lost wage benefits. *See, Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

Dr. Dolci's evaluation of the claimant was premised in part on the claimant's false statements that he was not working. As a result of the claimant's false statements to Dr. Dolci, awards were continued. A mandatory penalty is, therefore, imposed for the period from 8/5/02 to 10/31/03.

In addition to the mandatory penalty of disqualification from benefits directly attributable to the false statement or representation, WCL § 114-a(1) also gives the Board the authority to assess a discretionary penalty in an amount equal to the mandatory penalty, or to disqualify the claimant from receiving all or a portion of further lost wage benefits, "so long as the penalty is not disproportionate to his offense" *Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

While in some cases, mitigating circumstances might render the penalty of total disqualification inappropriate, in the present case, the Board Panel finds that claimant's repeated false statements to Dr. Dolci on 8/5/02, 11/7/02, 4/8/03 and 9/9/03 warrant permanent and total disqualification from wage replacement benefits.

The Board Panel finds, based on a review of the entire record, that claimant has violated WCL § 114-a(1) and that a mandatory penalty is warranted in the amount of compensation benefits received by the claimant for the period from 8/5/02 to 10/31/03 which were directly attributable to the false statements made by claimant. Further, based on the facts of this case and the serious a nature of claimant's repeated false statement, the Board Panel chooses to exercise its discretionary authority to permanently disqualify claimant from receiving wage replacement benefits from 10/31/03 forward.

Accordingly, the WCLJ decision filed 9/6/05 is REVERSED to find that the claimant violated WCL § 114-a and to impose a mandatory penalty for the period form 8/5/02 to 10/31/03 and to disqualify the claimant from wage replacement benefits from 10/31/03 forward. The case is closed.

All concur.

Karl A. Henry

Mona A. Bargnesi

Michael T. Berns

Claimant -	Dominic A Orlando	Employer -	City & Suburban/NY Times
Social Security No. -		Carrier -	Travelers Insurance Company
WCB Case No. -	0022 8409	Carrier ID No. -	W213003
Date of Accident -	05/14/2002	Carrier Case No. -	022-CB-ASV3090T
District Office -	NYC	Date of Filing of this Decision -	02/24/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

EBRB-1 (4/99)
FILE COPY

David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board

In regard to Isabel McGown, WCB Case #2020 4889

MEMORANDUM OF BOARD PANEL DECISION

keep for your records

Presiding: Jeffrey R. Sweet
Mona A. Bargnesi
Ellen O. Paprocki

* This decision also pertains to the following case(s): 20006888.

Oral argument was heard in Hempstead, New York on June 6, 2005. Thereafter the following decision was rendered.

This case was heard by video conference with the Board Panel convened in Syracuse, New York.

In an application filed September 13, 2004, the self-insured employer's attorney requested review of the Workers' Compensation Law Judge's reserved decision in WCB 20204889 and WCB 20006888 filed August 12, 2004, which, among other findings and awards, found that the decedent had a causally related accident from toxic respiratory exposure to cleaning fluid in WCB 20006888 and causally related death in WCB 20204889. The cases were closed. The self-insured employer's attorney contended that the substantial medical evidence supports the conclusion of no causal relationship in both cases. The self-insured employer's attorney further contended that the opinion of Dr. Holden is not credible. The self-insured employer's attorney also contended that it is a stretch to believe that the decedent's brief exposure could cause the decedent's condition and death.

The self-insured employer's attorney requested that the Law Judge's decisions be rescinded and both claims disallowed. In the alternative, the self-insured employer's attorney requested that the case be referred to an impartial specialist.

In a rebuttal filed September 21, 2004, the claimant's attorney requested that the decisions of the Workers' Compensation Law Judge be affirmed.

The self-insured employer's attorney filed a sur-rebuttal dated October 25, 2004.

*** Continued on next page ***

Claimant -	Isabel McGown	Employer -	Holly Patterson
Social Security No. -		Carrier -	Nassau Health Care Corp.
WCB Case No. -	2020 4889	Carrier ID No. -	W840078
Date of Accident -	01/17/2001	Carrier Case No. -	
District Office -	Hempstead	Date of Filing of this Decision -	06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

WCB 20006888 is a claim for a respiratory injury resulting in dizziness, nausea and shortness of breath that occurred on July 6, 2000

The record in WCB 20006888 contains a form C-3, Employees' Claim for Compensation, dated September 15, 2000, in which the decedent indicated that she had breathing difficulties on July 6, 2000, after inhaling fumes from cleaning fluids used to clean the bathroom by her office at work.

The record in WCB 20006888 contains a series of C-4 reports, dated April 3, 2001 and April 4, 2001, received by the Board on March 4, 2002, in which the decedent's attending physician, Dr. Saffran diagnosed the decedent with dyspnea, hypoxemia, chronic obstructive pulmonary disease, pleural effusion and opined the decedent was partially disabled. In each report, Dr. Saffran indicated that it was "unknown" whether the incident on July 6, 2000 caused the decedent's injuries. The reports document treatment from July 24, 2000 to November 1, 2000. In a medical narrative dated September 26, 2000, Dr. Saffran diagnosed the decedent with granulation disease, emphysema, diabetes mellitus and essential hypertension.

WCB 20204889 is a claim for causally related death that occurred on January 17, 2001.

The record in WCB 20204889 contains a certificate of death which lists the cause of death as cardiac arrest during open lung biopsy for interstitial pneumonia as a consequence of hypertensive and atherosclerotic heart disease.

The record in WCB 20204889 contains a discharge summary dated January 17, 2001, which indicates that the decedent had open lung biopsy for further diagnosis and after that procedure was performed developed cardiac arrest and expired.

The record in WCB 20204889 contains a report of autopsy dated April 18, 2001, in which the deputy medical examiner, Dr. O'Reilly listed the cause of death as cardiac arrest during open lung biopsy for interstitial pneumonia due to hypertensive and atherosclerotic heart disease. The report noted diffuse chronic interstitial pneumonitis.

In a medical narrative dated November 2, 2001, the claimant's pulmonary consultant, Dr. Holden opined after a review of the medical record and with a reasonable degree of medical certainty that the decedent's death was related to her pulmonary disease which was related to the toxic exposure to cleaning fluid at work. At the hearing held on March 25, 2003, Dr. Holden testified that there was a direct relationship between the death and the exposure on July 7, 2000. Dr. Holden indicated that the autopsy revealed interstitial fibrosis and the heart attack death from surgery.

In a medical narrative dated October 8, 2002, the self-insured employer's consultant, Dr. Dawson indicated that he was unable to provide a meaningful opinion regarding the cause of death because of the completely inadequate nature of the records available for his review. In a medical narrative dated January 1, 2003, Dr. Dawson opined that the decedent's death was cardiac and not causally related in terms of cause and effect to her lung disease. Dr. Dawson further indicated that the autopsy revealed interstitial pneumonitis with interstitial fibrosis and that this is a chronic non-specific condition which would not be caused by a one-time exposure to cleaning agent fumes. At the hearing held on June 19, 2003, Dr. Dawson testified that in his opinion the decedent died of heart disease. Dr. Dawson indicated that the stress due to biopsy surgery was likely the trigger mechanism for death. Dr. Dawson opined that the exposure at work could cause symptoms or hospitalizations but would not cause chronic lung

*** Continued on next page ***

Claimant -	Isabel McGown	Employer -	Holly Patterson
Social Security No. -		Carrier -	Nassau Health Care Corp.
WCB Case No. -	2020 4889	Carrier ID No. -	W840078
Date of Accident -	01/17/2001	Carrier Case No. -	
District Office -	Hempstead	Date of Filing of this Decision -	06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

scarring. Dr. Dawson further opined that the one exposure was not going to result in scarring a year later.

The burden of establishing a causal relationship between employment and a disability rests with the claimant who must do so by competent medical evidence (*Mitchell v. New York City Transit Authority*, 244 A.D.2d 723, 664 N.Y.S.2d 485 [3rd Dept. 1997]). The medical opinion need not be expressed with absolute or reasonable certainty. It must, however, be an indication of sufficient probability as to the cause and the medical opinion must be supported by a rational basis (*Van Patten v. Quandt's Wholesale Distributors*, 198 A.D.2d 539, 603 N.Y.S.2d 195 [3rd Dept. 1993]).

It is noted that the presumption contained in WCL Section 21(1) does not completely relieve the decedent's estate from the burden of demonstrating that the decedent's death arose out of and in the course of his employment. See, *Sullivan v. Canton Police Department*, 285 AD2d 850, 728 NYS2d 300 (3rd Dept. 2001); *Estate of Hertz v. Gannett Rochester Newspapers*, 272 AD2d 814, 709 NYS2d 222 (3rd Dept. 2000). The decedent's estate still has the burden of establishing causal relationship with competent medical evidence. *DeSalvo v. Prudential Ins. Co.*, 248 AD2d 897, 670 NYS2d 613 (3rd Dept. 1998). While causal relationship for a death cannot be based upon opinion evidence that is pure speculation [see, *Van Patten v. Quandt's Wholesale Distribs.*, 198 AD2d 539, 603 NYS2d 195 (3rd Dept. 1993)], there is no requirement that medical opinions be expressed with absolute or reasonable medical certainty. See, *Dongarra v. Village of Ossining*, 250 AD2d 1007, 673 NYS2d 255, *lv. dismissed* 92 NY2d 919, 680 NYS2d 459, *lv. denied* 93 NY2d 816, 697 NYS2d 563 (3rd Dept. 1988). The medical opinion is adequate if it is apparent that the expert meant to signify a probability as to the requisite causal connection and that such opinion is supported by a rational basis. *Estate of Matusko v. Kennedy Valve Manufacturing Co.*, 296 AD2d 726, 745 NYS2d 302 (3rd Dept. 2002).

It is well established that "the Board is the final judge of witness credibility, and it alone can evaluate the factors relevant to determining whether the testimony of a party or witness is worthy of belief." *McCabe v. Peconic Ambulance & Supplies, Inc.*, 101 A.D.2d 679, 475 N.Y.S.2d 578 (3rd Dept. 1984). Where there is conflicting testimony, the Board is left to determine which witnesses are credible, and which testimony to accept or reject. *Wright v. Golden Arrow Line Inc.*, 206 A.D.2d 759, 615 N.Y.S.2d 473 (1994).

The Board Panel finds, after a review of the testimony and evidence in the record, that there is no medical opinion in the record of WCB 20006888 supporting the establishment of a causally related injury. The Board Panel notes that the reports of the decedent's attending physician, Dr. Saffran all indicate that it was unknown whether there was a causal link between the inhalation of fumes from cleaning fluid at work and the decedent's multiple medical conditions. The Board Panel has considered the additional medical evidence in the record and finds the opinion of Dr. Dawson to be more credible and persuasive that the decedent's demise from cardiac arrest after a lung biopsy was not causally related to an injury at work. The Board Panel notes that there is no evidence that the claimant's cardiac condition, which was the direct cause of death, was work related. Therefore, the claims are disallowed and the cases are closed.

*** Continued on next page ***

Claimant -	Isabel McGown	Employer -	Holly Patterson
Social Security No. -		Carrier -	Nassau Health Care Corp.
WCB Case No. -	2020 4889	Carrier ID No. -	W840078
Date of Accident -	01/17/2001	Carrier Case No. -	
District Office -	Hempstead	Date of Filing of this Decision -	06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

Accordingly, the law judge's reserved decisions in WCB 20204889 and WCB 20006888, filed August 17, 2004 are REVERSED. The claims are disallowed. The cases are closed.

All concur

Jeffrey R. Sweet | Mona A. Bargnesi | Ellen O. Paprocki

Claimant -	Isabel McGown	Employer -	Holly Patterson
Social Security No. -		Carrier -	Nassau Health Care Corp.
WCB Case No. -	2020 4889	Carrier ID No. -	W840078
Date of Accident -	01/17/2001	Carrier Case No. -	
District Office -	Hempstead	Date of Filing of this Decision -	06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board

In regard to John R. Fortunato, WCB Case #4040 0236

AMENDED MEMORANDUM OF BOARD PANEL DECISION

keep for your records

Presiding: Donna Ferrara
Ellen O. Paprocki
Robert M. Zinck

Oral argument was heard in Brooklyn, New York on August 9, 2005. Thereafter the following decision was rendered.

This decision amends and supersedes the Memorandum of Decision filed in this matter on August 30, 2005.

Commissioners Botta and Zinck presided before the parties in Brooklyn, New York; Commissioner Ferrara was convened in Hauppauge, New York, and participated in the hearing via video conference.

Commissioner Paprocki appears on the Panel in place of former Commissioner Botta. Commissioner Paprocki is fully familiar with the file and prepared to render a decision.

In an application filed 3-06-05, the carrier requests review of the Workers' Compensation Law Judge ("WCLJ") notice of decision filed 2-03-05, in which the claim was established for a work-related exacerbation of pre-existing liposarcoma of the left leg with causally related metastasis, the average weekly wage was set as $600.00, compensation benefits were held in abeyance for the period from 10-07-03 to 12-15-03, awards of compensation benefits were made for the period from 12-15-03 to 1-29-05 at the rate of $400.00, the carrier was directed to continue payments at the rate of $400.00, and the carrier was directed to reimburse the disability benefits carrier $4,420.00 for its lien.

The carrier requests that the claim be disallowed. The carrier contends that the claimant fabricated the accident and that the claimant has no credibility. The carrier contends that the claimant's account of the accident is ridiculous because the claimant did not get any identifying information regarding the driver who struck him or the driver who assisted him, the claimant did not file a police report, and the claimant had been terminated from his job for falsifying his job activities. The carrier submits a document that was submitted in earlier proceedings. The carrier

*** Continued on next page ***

Claimant -	John R. Fortunato	Employer -	Opus III VII Corp.
Social Security No. -		Carrier -	Travelers Indemnity Company
WCB Case No. -	4040 0236	Carrier ID No. -	W212757
Date of Accident -	10/06/2003	Carrier Case No. -	
District Office -	NYC	Date of Filing of this Decision– 04/27/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

does not offer an explanation as to why this evidence was not presented to the WCLJ.

A rebuttal was filed on behalf of the claimant on 4-05-05, wherein the claimant's representative requests that the notice of decision be affirmed. The claimant's representative contends that the ISO report should not be considered because it was not timely submitted before the WCLJ. The claimant's representative contends that the claimant testified credibly, but that the employer's lay witnesses were incredible. The claimant's representative points out that Mr. Hamilton was able to corroborate the fact that the claimant provided notice of the work accident within a few days of its occurrence and that Mr. Keffler's testimony was confusing and vague.

Evidence

Initially, the Board Panel notes that it will not consider the document submitted by the carrier with its appeal. 12 NYCRR 300.13(g) states that when new evidence is submitted with an appeal, the application for review "must state the reasons showing that such evidence could not have been presented to the Workers' Compensation Law Judge or could not have been produced as directed by the Workers' Compensation Law Judge." As no such explanation has been offered by the carrier, the Board Panel does not consider this piece of evidence.

The testimony of the claimant was taken at a hearing held on 11-19-04. The claimant worked for Opus III VI Corp. as a sales representative from March 2003 through December 2003. As part of his job duties, the claimant worked in the field, where he would meet with potential and current clients. On 10-06-03, the claimant rented a hotel room in Amityville Village in order to meet with a client. After checking-in to the hotel, the claimant proceeded to walk across a busy intersection to get lunch. While standing on the sidewalk, the claimant was struck on the left thigh by a motor vehicle. The force of the impact threw the claimant into the air, causing him to land on the hood of the car before he rolled onto the pavement.

Another motorist chased down the driver of the vehicle which struck the claimant and brought the driver back to the scene where the claimant was struck. The claimant stated that he stood up without assistance, brushed himself off, told the driver and the other motorist that he was fine, and then he went back to the hotel to work. The claimant testified that he did not obtain the name of the driver or the other motorist, he did not call the police or an ambulance, he did not seek any medical attention, he did not notify his employer of the incident, nor did he make the client call he had planned. The claimant was able to continue to work until 12-15-03, when he was terminated. Two days after the incident, the claimant sought treatment at Coney Island Hospital. The intake report recorded that the claimant was struck by a motor vehicle two days prior and that he had signs of a left thigh hematoma anteriorly. The next day the claimant notified his supervisor, Mr. Hamilton, about the incident.

Testimony was taken from the employer lay witnesses, Mr. Hamilton and Mr. Keffler, at a hearing held on 1-28-05. Mr. Hamilton was the claimant's direct supervisor. He acknowledged receiving notice of the incident two to three days after the incident occurred. Mr. Hamilton stated that the claimant was terminated from employment on 12-15-03 because the claimant had submitted inaccurate reports regarding his daily work activities and because the claimant did not complete all of his assignments. Mr. Hamilton was aware that the claimant had cancer when he terminated the claimant's employment.

Mr. Keffler, the president and CEO of Opus III VI Corp., testified that he became involved in the termination of the claimant's employment because it involved the claimant lying to customers. Mr. Keffler stated that he did not become aware of the incident until shortly before he terminated the claimant from employment. In considering

*** Continued on next page ***

whether to terminate the claimant's employment, Mr. Keffler stated that he had required the claimant to check-in with him by telephone at certain times, however the claimant failed to comply with this direction.

In addition to the initial medical report from Coney Island Hospital for treatment rendered on 10-08-03, the Board's file contains only two medical reports from an attending physician regarding treatment for the claimant's left leg. Dr. Rosen submitted narrative reports dated 12-09-03 and 1-29-04. In the report dated 12-09-03, the doctor indicated that the claimant first noted a swelling in his left thigh in April of 2003 and that several months later, the claimant felt a mass in the thigh. On 10-06-03, the claimant was struck in the left proximal thigh, precisely where the mass was located. In the report dated 1-29-04, Dr. Rosen opined that the motor vehicle collision exacerbated a pre-existing liposarcoma, which was located in the left thigh, resulting in a rapid increase in the size of the liposarcoma.

The carrier had the claimant examined by Dr. Kabakow, on 10-14-04, and by Dr. Miskin, on 10-15-04. Dr. Kabakow opined that the motor vehicle collision exacerbated and accelerated the spread of the claimant's pre-existing liposarcoma of the left thigh, and that the claimant has been disabled since the motor vehicle collision. Dr. Miskin, a psychiatrist, diagnosed the claimant with post-traumatic stress disorder, which was related to the liposarcoma, and stated that the claimant was disabled due to the post-traumatic stress disorder.

Discussion

Although Workers' Compensation Law §21 provides a claimant a presumption that a claim comes within the provisions of the Workers' Compensation Law, the Board may find the testimony of the claimant incredible and disallow a claim. *Taqwa Security Inc*, WCB# 0034 7927 (Board Panel decision filed 3-14-05); *General Roofing/Tuckahoe*, WCB# 3030 6728 (Board Panel decision filed 12-23-04); *SAQIB International Construction*, WCB# 0030 3447 (Board Panel decision filed 12-10-04).

In the instant matter, the Board Panel finds that the claimant's testimony regarding the incident to be incredible. When determining whether an accident occurred, the Board must apply a common-sense viewpoint. *Johannesen v. New York City Dept. of Housing Preservation & Development*, 84 N.Y.2d 129, 615 N.Y.S.2d 336 (3rd Dept. 1994). The Board Panel finds that the claimant's account of the incident, that he was struck by a motor vehicle in the thigh, was thrown into the air onto the hood of the motor vehicle and then rolled on the ground without any noticeable or visible signs of cuts, scrapes, bruises, broken bones, or other injuries, to be incredible, especially when considering the claimant's testimony that he chose not to obtain the identity of the driver who struck him or the motorist who assisted him, as well as refusing medical attention or police involvement. In addition, the claimant's account becomes less credible when considering that the claimant was able to continue working that day, but he did not attend the scheduled client call, and that the claimant did not notify the employer of the incident or seek medical attention for several days.

The Board Panel finds, upon review of the entire record, that, based upon the claimant's lack of credible testimony, the claim is disallowed.

*** Continued on next page ***

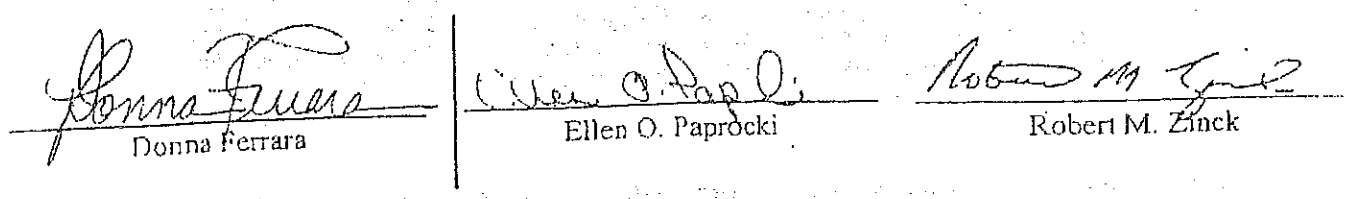
Claimant -	John R. Fortunato	Employer -	Opus III VII Corp.
Social Security No. -		Carrier -	Travelers Indemnity Company
WCB Case No. -	4040 0236	Carrier ID No. -	W212757
Date of Accident -	10/06/2003	Carrier Case No. -	
District Office -	NYC	Date of Filing of this Decision– 04/27/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

Accordingly, the notice of decision filed [illegible]-05 is REVERSED. The case is closed.

All concur.



Donna Ferrara | Ellen O. Paprocki | Robert M. Zinck

Claimant -	John R. Fortunato	Employer -	Opus III VII Corp.
Social Security No. -		Carrier -	Travelers Indemnity Company
WCB Case No. -	4040 0236	Carrier ID No. -	W212757
Date of Accident -	10/06/2003	Carrier Case No. -	
District Office -	NYC	Date of Filing of this Decision– 04/27/2006	

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

EBRB-1A (4/99)
FILE COPY

Copies To:
Claimant: John R. Fortunato
Carrier: Travelers Indemnity Company
Employer: Opus III VII Corp.
Other: Fortunato & Fortunato, PLLC
Vecchione & Vecchione LLP
Health Insurance Plan of
Group Health Incorporated

Please see below for Recipients.

John R. Fortunato
[redacted]

Opus III VII Corp.
8939 F Street
Omaha, NE 68127

Travelers Indemnity Company
of Illinois
PO Box 466
Albany, NY 12201-0466

Fortunato & Fortunato, PLLC
26 Court Street, Suite 1301
Brooklyn, NY 11242

Vecchione & Vecchione LLP
269 Hillside Ave
Williston Park, NY 11596-2299

Health Insurance Plan of
Greater New York
C/O HCSG
274 Riverside Ave Ste 2
Westport, CT 06880

Group Health Incorporated
Attn: Workers' Compensation
Match Program
PO Box 2804
New York, NY 10116-2804

[redacted]

EXHIBIT B

VECCHIONE & VECCHIONE & CONNORS, L.L.P.
Counselors at Law
269 HILLSIDE AVE.
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL: vecchione@mindspring.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE
MICHAEL DIVERS
LAWRENCE FELDMAN

COUNSEL:

JAMES J. SLATTERY
HOWARD GEASOR
RAYMOND J. CLANCY
PATRICK QUINN
LEONARD FELD
MARY FRANCES SCHNOR

TO: NASSAU COUNTY

ATTN: COUNTY ATTORNEY

Claim No.: 00NC36589 Accident Date: 08/08/2001 Date of Report: 02/27/2002 WCB No.: 2010255

Claimant: Paul Rauseo Employer: NASSAU COUNTY POLICE DEPT.

Hearing Date: 02/27/2002 Place: HAUPPAUGE, PT. 04 Judge: DE BOWEY

Claimant Present: YES Represented By: CLINTON

AWARD: 20% schedule loss of use to the right leg equal to
57.6 weeks of compensation payable as follows:
5 days ILT from 6/16/2000 to 6/10/2001 at $400, balance at $400 RE
Reimburse employer $1,576.44 with balance payable to claimant.
Attorney fee $2,100 to Fusco, Brandenstein
No protracted healing.

DISPOSITION: No further action.

REMARKS: This is an established right knee case with an AWW of $1,697.45. The claim was not present last time, but he did appear today. The claimant's attorney acknowledged receiving yo consultant's report wherein Dr. Khachadurian found a 20% causally related schedule loss of use of the leg. The claimant's attorney indicated that the claimant's doctor had a new MRI taken because of complaints that were made by the claimant. He found that the claimant needed further surgery. The sa is described in the medical report of your folder.

I had a discussion with the claimant's attorney indicating that we felt that that condition was congenital or possibly caused by his actively playing softball and not due to the minuscule tear surgery. In off-the-recor discussion, she indicated that it was believed that the first surgery is not probably done, causing a need fc the second surgery. Of course, we had no medical report saying that and we would not accept the same any event.

The claimant's attorney then spoke with the claimant outside and came back after a lengthy interval. The: advised us that the claimant would take the 20% schedule loss of use as found by our consultant. The claimant was sworn in and testified that he had been advised that he had various opportunities in this cas He stated that he didn't want to continue the case any longer for any reason, and would accept the 20% schedule loss of use, as found by our consultant. The above award was then made.

The claimant states that in the folder for the accident of 10/02/96, your File No. 96NC28322, that the attending doctor found a schedule loss of use of 10% of the right arm and that we have not had an examination accordingly. I suggest you review that file and have an examination by your consultant for schedule loss of use of the right arm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: FRANK J. VECCHIONE

FJV/hws

PRIORITY

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
269 HILLSIDE AVE.
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL: info@vecchionelaw.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO
CARL SAKS

COUNSEL:

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

TO: TRIAD TROY/TOWN NO. HEMPSTEAD

ATTN: MELINDA DUGAN

Claim No.: TNH04021 Accident Date: 05/14/2004 Date of Report: 05/12/2006 WCB No.: 20405155

Claimant: John Ormon Employer: TOWN OF NORTH HEMPSTEAD

Hearing Date: 05/12/2006 Place: HEMPSTEAD, PT. 01 Judge: GOLDFARB

Claimant Present: YES Represented By: KATZ

AWARD: Modify prior awards as follows:
8/24/04 to 5/13/06 @ $201.93 RE;
Carrier to continue payments @ $201.93 RE;
Attorney fee $1,450.00 payable to Terry Katz & Assoc., Esqs.;
(Appeal being filed, do not pay award and discontinue payments).

DISPOSITION: TRIAL DATE: July 13, 2006 @ 11:15 AM
Hempstead, Pt. 1, (3/4 hr);
Claimant to testify;
Triad Group to produce one employer lay witness for testimony;
Issue: voluntary removal and offer of light duty.

REMARKS: We presented extensive oral arguments today after which the Judge made tl above-mentioned award. We feel we must appeal the same. If you agree, there is nothing further for y do on the appeal but if you disagree, please contact me and I will forgo filing the appeal.

This case is established for an injury to the back with an average weekly wage of $605.78. You are Bo directed to continue payments at $101.00 temporary rate.

At today's hearing we continued to raise voluntary removal. It is our position that the employer offered the claimant a light duty job. We requested to take the claimant's testimony on this issue and the claimant's work activity and receipt of unemployment benefits. We believe the claimant worked odd jobs and receive unemployment.

The file is subject to a child support lien.

Per the Department of Social Services, in December 2005 the claimant worked for Graystone Temporary. We believe he worked for an air-conditioning company for two days. This is noted in the report of Dr. Insle dated 2/11/05.

Previously medical testimony was taken. Thereafter, the Judge issued a reserved decision dated 4/18/06. In his decision, the Judge found the claimant had a moderate partial disability at least as of 9/29/05. The Judge then restored the case to the calendar for development of the record on voluntary removal and work activity.

The main thrust of our argument today is that it is a violation of our due process rights to continue paymen while we are developing the record on voluntary removal. If we prove that the claimant is not entitled to benefits, then there would be no way the guarantee return of money paid to the claimant that we proved th claimant was not entitled to. The argument went on for quite sometime.

The claimant argued that he did respond to the employer's light duty offer. He states that the employer submitted the light duty position to his doctor. He stated it was not light duty at all. He stated the job submitted to his doctor was his usual job. His doctor informed him that he could not do the physical duties of his usual job.

The claimant further testified that he spoke to Ms. Beckerman and she informed him that there was no ligh duty work available. Of course, we dispute this.

The claimant testified, under oath, that he has done no work on or off the books. That he does not own his own business.

The claimant states that he is taking a Civil Service exam and following up with Vesid.

The claimant's testimony seems to contradict the information we have about work.

RECOMMENDATIONS: We are going to maintain your file and place it in line for an appeal. We will hold off doing the appeal to about June 5 through 9. This to give you time to investigate the claimant' allegations.

First, please follow-up with Ms. Beckerman. Please ascertain whether or not light duty is available. Furthermore, whether a firm offer of light duty was made to the claimant. If so, please e-mail us when th offer was made and by who. Also, how the offer was made.

Investigate what job was faxed to the claimant's doctor. If you could get us the fax it would be helpful. L us know whether it was a light duty job or the claimant's regular job.

Please also investigate whether we have hard proof that the claimant actually worked. If so, then his testimony today would constitute a violation of Section 114-a.

If you can support the offer of light duty, then we should appeal. If not, then you should tell us to forgo th appeal. If we appeal, do not pay the award. If we do not appeal, then you should pay the award. As you can see, you have to make a decision within ten days of the filing date of the notice of decision on wheth you are going to appeal to avoid a large penalty.

Should you wish to discuss this matter, please do not hesitate to call. As always, we thank you for your kind consideration. To discuss the case with me, please do not hesitate to call.

As always, we thank you for this kind referral.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: Michael F. Vecchione
Mvecchione@vecchionelaw.com
Cell #: 516 661-6722

MFV:maf
E-mailed to: Mindy Dugan

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
266 HILLSIDE AVE
WILLISTON PARK, NEW YORK 11596-0299

516-741-7575
FAX 516-294-4636
EMAIL: info@vecchionelaw.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO
CARL SAKS

COUNSEL

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

TO: TOWER INSURANCE CO. OF NY

ATTN: TIM KARAGJOZI

Claim No.: WC0301456TK Accident Date: 11/09/2003 Date of Report: 03/08/2006 WCB No.: 0043098

Claimant: Christos Manessis Employer: 699 ALLERTON AVE COFFEE SHOP

Hearing Date: 03/08/2006 Place: DEPOSITION Judge:

Claimant Present: NO Represented By: O'Connor

MEMORANDUM OF DEPOSITION OF DR. DeMARCO & ATTEMPTED DEPOSITION OF DR. LERNER

CLAIM HISTORY

You are very familiar with the background involved in this case, which we have worked very closely on wi you. The claimant alleges injuries to the back, shoulders, neck and chest from a slip and fall at work on 11/9/03. We have raised Section 114, 114-a and 114-a.2, fraud because the claimant tried to hide the fa that he was assaulted by Police on the day before the alleged accident. We are of the opinion that the claimant staged this accident in order to cover his injuries from the Police assault under compensation. (prior reports detail the many attempts at fraud.

Further evidence of fraud is that the claimant tried to hide the fact that he was working while claiming tota disability. We do have an excellent surveillance to prove this. The case will appear on the calendar on March 20, 2006 for the testimony of our investigator. Per our discussions, you have arranged for the investigator to be present with the video tapes, surveillance reports and video tape viewing equipment. I

personally be handling the matter and you should inform the investigator to look for me. I will of course, (the same.

Our IME, Dr. Sultan found no disability or need for treatment on 10/6/04. Our IME, Dr. Feuer, on 10/14/0 found no disability and no need for treatment.

The claimant failed to produce medical evidence until 8/24/04, which is nine months after the accident.

We continue to demand the claimant's tax returns.

We deposed the following doctors: Dr. Anthony on 3/1/06, Dr. Lambrakis, Dr. Lapapoulis on 2/10/06 anc Feuer on 2/13/06. We refer you to our prior reports for a summary of the doctors' testimonies.

Of great importance, is that Dr. Anthony treated the claimant three days subsequent to this injury (11/9/0 and on 11/12/03 and found this to be unrelated to compensation. He found causal relationship to the Pol assault.

Dr. Anthony's report only contains a history of the Police assault and does not contain a history of the wc accident even though he treated the claimant three days later.

The claimant lied about the Police assault when he testified. The claimant lied about his work activity wh he testified.

You and I conferenced this case the other day. We discussed at length, the exhibits you wanted present to the Board. You did email most of them to me and the balance I am to remove from the file. I am to pu together three copies of the exhibits. I will submit them to Board (Judge), claimant's counsel and the remaining copy will be for our use.

Please note, this case will continue past Monday since we do have further depositions set.

At one point, you were willing to settle this case for nuisance value but no more due to the fact that the claimant has caused us to incur extensive litigation costs due to his failure to admit his fraud and settle case.

ATTEMPTED 3/8/06 DEPOSITON OF DR. LERNER

On 3/8/06, we were fully prepared to go forward with the deposition of Dr. Lerner. We had reviewed yo and the Board file. We drafted our questions for cross examination.

At the appointed time, the claimant's attorney, court reporter and I were on the conference line. Dr. Lemor failed to attend the conference for the deposition. We did wait fifteen minutes for him to enter the conference. He failed to do so. We did contact his office who stated that he was scheduled to arrive at 10:30 a.m. We waited until this time for the doctor, but again he failed to come on the conference. We called back his office and they stated that he might be another fifteen to twenty minutes, but they could not guarantee this. They also stated that he had patients waiting for him that he had to attend to prior to testifying.

At this point, we had to adjourn the deposition because thirty five minutes had already passed and we still had no guarantee that the doctor would be available in the next half hour to one hour.

We did place a lengthy statement on the record. We will now follow the Board's procedure which is to re-schedule the doctor for one final opportunity and subpoena him. If he does not appear for the next deposition, we will then ask the Judge to preclude him from testifying or to make an inference against the doctor. When we do summations, if the doctor does not testify, we will decide which request we are going make.

DIRECT TESTIMONY OF DR. DeMARCO

He is qualified as an orthopedic surgeon. He is Board certified and coded by the Workers' Compensation Board.

He first examined the claimant on 7/9/04.

He received a history of a slip and fall incident while working on 11/9/03. He diagnosed cervical and lumb spine derangement and an injury to the shoulders.

He elicited his exam results. He went too quickly over the range of motion of the shoulders to note the degrees. He rattled it off. We will have to refer to the minutes.

He did find tenderness of the lumbar and cervical spines and decreased range of motion. He did not document the degrees of reduction.

He found a causally related partial disability.

His next examinations occurred on 8/13/04 and 10/5/04. His diagnosis continued to be the same as was level of disability he found, partial disability.

CROSS EXAMINATION OF DR. DeMARCO

The degree of partial disability he found was moderate to marked.

I then set the doctor up with a line of questioning to obtain the admissions we wanted as we did with the prior doctors who testified. I first established that an accurate history is important to have in order to ren an opinion on causal relationship. If the history is not accurate or different, it could change his opinion o causal relationship. I then had the doctor state for the record that the only history he received was the or he testified to i.e. falling at work on 11/9/03. Furthermore, I had the doctor state that he did question the claimant about prior injuries and the claimant denied the same. This is a violation of Section 114-a and a.2.

I then informed the doctor that on the day before this alleged accident, 11/8/03, the claimant was beaten about the head, neck and body by Police Officers. The doctor agreed that he was never provided with th history and that this history is significantly different than the history provided to him by the claimant. In o words, it is a significantly different history from the point of view that there were two accidents, not one.

The doctor was straightforward and did not try to get around the obvious. He admitted that he would hav review the medical records of the doctor's who treated the claimant for the Police beating before he coul give a definitive opinion on causal relationship. This is the admission we sought. We now have this doc admitting that he cannot say what the claimant's injuries are due to and that he needs more information before he can render an opinion on causal relationship. So we have pretty much disregarded this doctor opinion. It does not support any causally related diagnosis or disability.

Having obtained the admission we wanted, we discontinued our questioning. We did not want to provide doctor a chance to rehabilitate his opinion. We did not want to give claimant's counsel a chance to do th either. We did not want to make the mistake of asking too many questions.

RECOMMENDATIONS

This case is going rather well for us. We are building a strong case of fraud. We are systematically pro that the treating doctors were unaware of the prior assault and the work history and that they cannot tes on any related issues.

We will maintain your file for the March 20th hearing. Again, make sure your investigators are present.

We will submit your package as set forth herein.

Should you have any questions, please do not hesitate to call. As always, we thank you for your kind consideration of this firm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: Michael F. Vecchione
Mvecchione@vecchionelaw.com
Cell phone 516-661-6722

MFV/bg
Emailed to Tim Karagjozi

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
269 HILLSIDE AVE.
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL: info@vecchionelaw.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO
CARL SAKS

COUNSEL:

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

TO: ST. PAUL-TRAVELERS-MELVILLE

ATTN: JANICE HAYES

Claim No.: 022-CBB-791047	Accident Date: 01/05/1992	Date of Report: 05/04/2006	WCB No.: 092159
Claimant: Matthew Ball	Employer: AMERICAN AIRLINES		
Hearing Date: 05/04/2006	Place: HEMPSTEAD, PT. 07	Judge: ANDERSON	
Claimant Present: NO	Represented By: DIVERS OF BRECHER, FISHMAN		

AWARD:

MODIFY PRIOR AWARDS:
07/01/01 to date at $300.00 RE;
St. Paul Travelers to continue payments at $300.00 RE,
attorney fee of $11,400.00 payable to Brecher, Fishman et al.

DISPOSITION:

Claimant is classified with a permanent partial disability.
Heart bypass surgery is found unrelated.
St. Paul Travelers to reimburse the claimant $1000.00 for outstanding M&T.
C-8.1 is found in favor of the carrier for bills regarding the claimant's bypass surgery.
No further action.

REMARKS: This case is established for a myocardial infarction. The avera weekly wage has been fixed at $1,000.00. Section 15-8(d) has been established.

This matter has been heavily litigated on the issue of degree of disability and further causally related disability. Per your hearing directives, you have agreed for a stipulation with the claimant's counsel to

resolve this matter. The stipulation reflects a modification of awards from 07/01/01 to date at $300.00 RE St. Paul Travelers to continue payments at $300.00 RE. The claimant is classified with a permanent parti. disability. All temporary rates are made permanent. The claimant's heart bypass surgery is not related. The C-8.1 for the heart bypass surgery is found in favor of the carrier. St. Paul Travelers is also directed t reimburse the claimant $1,000.00 for outstanding M&T.

Claimant's counsel has been awarded an attorney fee of $11,400.00. This matter has been marked no further action.

RECOMMENDATIONS: Please make sure the above-mentioned award is paid within 10 days of the filing of the Notice of Decision as to avoid a late penalty.

Should you have any questions, please do not hesitate to contact our office.

/ s, we thank you for your kind consideration of this firm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: Gina Cano
Gcano@vecchionelaw.com
Cell: 917-406-7060

GC/brp:ed
sr-01083901

E-mailed: Janice Hayes

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
269 HILLSIDE AVE.
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL: info@vecchionelaw.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO

COUNSEL:

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

October 4, 2005

Workers' Compensation Board
20 Park Street
Albany, NY 12207
Attn: Office of Appeals

Re: Claimant: Dominic Orlando
Employer: CITY & SUBURBAN
WCB #00228409
D/A: 5/14/02
St. Paul Travelers File #: 022-CB-ASV3090T

Honorable Commissioners:

This firm appears on behalf of the employer, City & Suburban and the St. Paul Travelers Indemnity Company.

In a Reserved Decision duly filed on 9/6/05, the Law Judge makes the following findings: I find that the claimant has further causally related disability subsequent to 10/31/03 at a moderate degree of disabilit review of the video tapes did not reveal to me that the claimant was doing work activities inconsistent w his doctor's restrictions; although the video tape of claimant's activities show him carrying items, the we of these items were a fraction of the weight of the newspapers he had to lift on a constant basis at his j under the Workers' Compensation Board Rules the video tapes and investigative reports made prior to time the claimant was made aware of their existence cannot be used in this case; I find that a violation Section 114 and Section 114-a of the Workers' Compensation Law has not been established; no furthe action is needed pending the claimant's production of information as to his reduced earnings claim; treatment authorized. The employer and carrier object to these findings.

We will set forth herein errors of Fact and Law made by the Judge. We will also point out that the Judge fails to consider significant, compelling evidence that proves a conclusion contrary to that conclusion that th Judge reached. We will quote evidence that proves beyond a doubt that there is no causally related reduced earnings and that the claimant has committed a violation of Section 114 and 114-a

This case is established for an injury to the back. The injury occurred on 5/14/02. The average weekly wage is fixed in the amount of $1,254.68.

At a hearing held on 9/15/03, the claimant was questioned under oath about work activity. On Page 2 of th minutes the claimant was asked "since May 14, 2002 to date, have you done any work for –any work activity?" The claimant responded "no. You mean like with the job with the Times? Do I go to work?" The claimant was then asked "either going to work or any self business?" The testimony then goes over to Pag 3 of the minutes. The claimant replies "I have a landscaping company, yes." Question "Do you physically work?" Answer "No, I can't physically work. They know I have a landscaping company. I already told then that."

This testimony represents a false statement or representation as to a material fact.

Workers' Compensation Law Section 114-a states:

1. If for the purpose of obtaining compensation pursuant to Section 15 of this chapter, or for the purpose of influencing any determination regarding any such payment, a claimant knowingly makes a false statement or representation as to a material fact, such person shall be disqualified from receiving any compensation directly attributable to such false statement or representation. In addition, as determined by the Board, the claimant shall be subject to a disqualification or an additional penalty up to the foregoing amount directly attributable to the false statement or representation. Any penalty monies shall be paid into the state treasury.

Section 114-a is followed by Workers' Compensation Law Section 114-a.2, the language of which mirrors this language with reference to false statements made by someone other than the claimant with the claimant's knowledge.

In this case, the claimant has made a mis-statement of a material fact under oath and has also allowed h doctors to make a material misrepresentation of fact on his behalf.

The claimant testified on 9/15/03 that he was doing no work activity and this is not true. From July of 20(to January '05 the following doctors on the claimant's behalf have been submitting reports to the employe carrier and Workers' Compensation Board finding that the claimant has a total disability and is not workir Dr. Stiler, Bruno and Brogna. This is not true.

The claimant did work during the period July of '02 to January '05 and the claimant failed to inform his doctors of this. The claimant was physically active during this time frame. Despite this fact, his doctors continued to find a total disability. The claimant's activity contradicts a finding of total disability. The claimant never informed his doctors that he was performing physical work activity. He allowed his doctors unknowingly misrepresent his work status and physical ability.

The claimant filled out a Benefits Affidavit which he signed on 10/27/03. A copy of the same has been entered into the record and a copy of the same is attached hereto. The claimant's signature was notarize In this Benefits Affidavit under Section 2, the following questions and answers were given.

Question: "Since you were injured, have you returned to work in any capacity?"
Answer : "No"
Question: "Did you return to work at the same employer where the injury occurred?"
Answer: "No"

The questionnaire clearly differentiates between returning to work for the employer and returning to work any capacity. In response to both questions, the claimant denies returning to work in any capacity. At th time, the claimant's doctors were finding him totally disabled and not working. The Benefits Affidavit and medical reports were submitted to the carrier to obtain compensation benefits. This, again, is a misrepresentation of a material fact in order to obtain compensation benefits. This is a direct violation of Section 114 and 114-a.

The Judge does not mention the Benefits Affidavit in his Decision. This is an error of Fact and Law. The Judge should have considered the same and found a violation of Section 114 and 114-a.

The Judge finds that since the claimant was not informed of the investigation prior to testifying, the investigation and surveillance tapes cannot be used. This is an error of Law. The claimant was not forr informed of the investigation when he testified as to work activity at the hearings of 9/5/03 and 10/21/03 After testifying at the hearing of 10/31/03, the claimant was informed of the investigation. When the clai testified subsequent to the hearing of 10/31/03, he was aware of the investigation. The Judge wrongful finds that the investigation and video cannot be used. At most, the Judge should have stricken from the record the claimant's testimony from the 9/5/03 and 10/31/03 hearings. This would protect the claimant against making self incriminating statements without knowing there was an investigation. The claimant testimony subsequent to learning of the investigation and surveillance must be kept in the record. The investigation and surveillance must also be kept in the record. Again, at most you would strike from the record the claimant's testimony at the 9/5/03 and 10/31/03 hearings.

As set forth herein, the Judge fails to take into account in his Decision, the work affidavit submitted by claimant which states he has not returned to any work activity. The Judge also fails to take into accou his Decision that the treating doctors, all three of them, continued to find the claimant to have a total disability and noted that the claimant was not working when, indeed, the claimant was performing phy activity and was working.

On 7/24/03, the claimant was not observed. On 9/3/03 the video started at 7:52 a.m. The claimant again prepared the truck for a day's work. He was seen lifting heavy tools into the back of it. The claimant was seen with a briefcase. The claimant, again, drives the truck.

The claimant picked up a 5 gallon gas can with one arm to fuel a tool. The claimant does this effortlessly. The claimant carries 2 chain saws, one in each hand. The saws obviously weigh a good bit and the claimant exhibits no problem whatsoever carrying them.

The claimant was working with his crew at a private residence. The claimant removes a large bag of fertilizer from the truck. It appeared to be a 50 pound bag that was approximately half full. This activity proves that the claimant could do his job at City & Suburban. It was developed that his job at City & Suburban required him to lift bundles weighing 25 to 35 pounds. Contrary to what the Judge finds, the landscaping physical activity is possibly more physical than what the claimant did at City & Suburban. At City & Suburban the claimant would drive a truck and then throw 25 to 35 pound packs of papers off of it. Here, the job required much more lifting, bending and moving around.

The claimant is viewed removing a wheel barrel made of steel from the truck. He did this by lifting it. The claimant also removed a lawn mower from the back of the truck. The Judge does not take into account th the claimant lifted a steel wheel barrel. This obviously is heavier than a bundle of papers.

Testimony was discontinued on this date and adjourned to May 26th and June 9th.

On May 26th we picked up with the testimony of Mr. Leamey. The next date of surveillance was Septemb 3rd. The claimant was viewed carrying a chain saw. The claimant picks up a branch approximately 4 feet length and tosses it into the back of his truck with ease. The claimant is viewed picking up a ladder from t bed of the truck and lifting it over his head. He then threw the ladder into the trailer.

The next day of surveillance was 9/10/03. The video started at 6:59 a.m. The claimant is seen preparing the truck for the day's work.

The claimant is again viewed lifting a wheel barrel. The claimant carries a chain saw and arranges items the back of the truck. The claimant lifts a weed whacker overhead. The claimant performs all this activity without any sign of pain or disability.

The claimant bent over into his car in order to obtain a briefcase. This showed agility and no restriction ir range of motion. It also contradicts the claimant's testimony at the first hearings that he could not bend.

This date the claimant traveled to New Jersey, which is quite a distance. Thus, the claimant is capable c driving for long distances.

The next date of surveillance was 9/22/03. The video tape started at 7:54 a.m. The claimant, again, prepares his truck for the day's work. He removes tools including a spreader from the truck. He bends

down multiple times at the waist to pick up tomatoes. This, again, contradicts the claimant's testimony th he cannot bend. He is viewed bending over fully with ease.

The claimant lifts a blower into the trailer. He then drives the truck. He and his crew go to 5 or more locations.

The claimant carries full green garbage bags, two at a time. The claimant carries a full bag of seed. It appears to be very heavy. The claimant carries a bag over his right shoulder for approximately 100 feet. also carried a chain saw.

On this date, at the first location, the claimant unloaded the entire truck by himself. He then was viewed cutting lawn, hedging bushes and using a blower to clean off sidewalks and patios.

The claimant lifted heavy tools overhead. He shows absolutely no signs of disability.

On this date, the claimant performs a Herculean task. The claimant bends over and grabs a 10' by 5' pie of plywood from the ground. He was fully bent over, he grabs the plywood and then lifts it over his head then tosses it into the back of his truck like it was a feather. The claimant showed amazing strength and flexibility. The claimant proved that he is in great shape and not disabled.

The claimant then is seen working on his knees for an extensive period of time cutting the plywood.

The claimant then lifts another piece of plywood from the ground over his head and again tosses it like h tossing a feather. The claimant shows great strength.

The claimant then is viewed in a full squat for approximately a minute. This while he is working with a hammer.

The claimant is then seen buying shrubbery. He buys two plants and carries one in each hand, again lik they are nothing. These plants are obviously fairly heavy.

The claimant was still working at 4 p.m. on this date. He is not only working a regular shift, he is workin extended shifts in the landscaping business.

The next and last day of surveillance is 9/30/03. The video tape started at 7:30 a.m. The claimant did a the usual activities of his business.

As you can see, we have the claimant working over a 4 month period of time. This is not 1 day here or there, this is 4 months of heavy, consistent physical work.

On 6/9/04, the investigator, Mr. Leamey, testified on cross-examination.

Most of cross-exam was simply reiterating what was testified to on direct examination.

It did come out that the claimant's business, Green Thumb Landscaping, was formed on 2/11/02. This is coincidence that this business was formed just prior to his May '02 accident. It appears that the claimant had the accident and going out of work in mind.

On 9/30/03 the investigator actually engaged the claimant in conversation as a potential customer. The claimant declared himself as the owner of the business. The claimant stated that he would redo entire landscapes. That he would do the design work himself. The claimant handed the investigator an invoice that listed that the company would perform the following services. This included clean-up April to December, lime, seed, fertilize, flower, labor, mulch, plant shrubs, plant sod, spraying soil and trees, trimming and winterizing.

Most of the time the claimant had at least 2 workers with him. He never viewed the claimant in any pain.

On 10/27/04, the claimant's doctor, Dr.Bruno, testified over the phone from Florida. He is a chiropractor. no longer practices in New York. He first examined the claimant on 5/15/02. He last examined the claima on 9/17/03.

He testified to a partial disability. This contradicts his reports. His reports for almost a year list the claima as having a total disability. This proves that this doctor is not credible. That this doctor was trying to tailor his testimony to the video tapes which he was aware of and viewed.

He tried to testify that the tapes show that the claimant did only supervisory work. This testimony is not credible. The claimant was physically active in the business.

After viewing the tapes, the doctor stated that they did not change his opinion on disability but he stated h felt the claimant had a minor to moderate disability.

The finding of a minor disability contradicts the Judge's finding of a moderate disability. This doctor did n find a straight moderate disability.

On cross-examination, the doctor stated that on days when the claimant feels better he would lean towar a minor disability. The tapes show that the claimant is better most of the time so this supports a minor disability at most.

The doctor admitted that he saw extensive physical activity on the video tapes. The doctor admitted that claimant could do this work.

The doctor agreed that the claimant showed no evidence of pain, disability or distress while performing physical activity on the tapes.

The doctor even went as far as to admit that the claimant did all this activity as a normal person would.

The doctor cannot equate the claimant's two jobs.

The doctor admits that the claimant performed physical activity beyond light duty.

Most important, the claimant never made him aware of the fact that he was working in a landscaping business during the course of his treatment. This is a direct intention to mislead his own doctor and comm fraud.

The doctor put a total disability in his reports and that the claimant was not working while the claimant was performing heavy physical work in his landscaping business. This shows that the claimant intentionally misled his doctor into believing something that was not true so that the doctor would make an unintentiona misrepresentation of material facts to the Board and carrier.

The doctor admitted that his C-4's from May of 2002 to July of 2002 he checked that the claimant had a to disability. In fact, he admitted that he checked that the claimant had a total disability in all of his C-4's. He admits that he never checked off a partial disability, even though he testified to a partial disability.

The doctor had to admit that the C-4's are inaccurate. The doctor admitted that his opinion on disability relies on an accurate work history. He admits that he did not have an accurate work history. That this co throw off his opinion on disability.

Dr. Bruno's testimony was cut off and continued on 1/26/05 but in the meantime we did take the testimon Dr. Stiler on 10/29/04.

He testified that the claimant had a total disability. That he would not allow the claimant to return to work any capacity. This doctor's opinion and testimony are not credible. One only needs to view the video tap to see this. This doctor is obviously not familiar with the Medical Guidelines. When you compare the claimant's activity to the Medical Guidelines one would equate it with a finding of no disability. Certainly, would not equate it with a finding of total disability. Total disability would mean one could not do a simple task, like getting on an examination table. The claimant was able to do heavy lifting, frequent bending ar other heavy work with no signs of distress or disability.

He was never informed that the claimant was working in his landscaping business. This is another viola of Section 114 and 114-a.

The doctor then had the temerity to state that even if he knew the claimant was doing heavy physical lat in his landscaping business he would still find a total disability. This testimony established that this doct has absolutely no credibility. That his opinion is not in line with reality. The reality is, the claimant is wo and doing physical activity. One cannot have a total disability with the ability to perform such activity.

The doctor admits that to arrive at his opinion on disability, he does rely on the truth and veracity of statements made to him by the patient. Despite this fact, even if the patient lies to him, it does not change his opinion on disability because his opinion on disability is based on the examination. Again, this doctor proved that he is not testifying in the realm of reality. He has no credibility.

This doctor reported no atrophy. The claimant's reflexes were normal. The claimant's sensation and muscle strength was normal. All of these normal findings would seem to indicate no nerve root involveme and no disability. The doctor's own findings were normal. This with the exception of subjective testing for range of motion. The objective testing was normal.

So the doctor states that he relies on his exam to comment on disability and then he then states that his objective exam is normal. Despite this, he concludes a total disability. Over and over, this doctor's statements prove he is just not credible.

Certainly, this doctor's testimony is not in line with the Medical Guidelines.

The claimant testified further on 10/4/04. Most importantly at this time the claimant was well aware of the surveillance. He had been informed of it. So this testimony has to be accepted.

The claimant requested an opportunity to produce a rebuttal witness for the 10/4/04 hearing. No witness was produced. This should weigh against the claimant.

The claimant confirmed that his hours for City & Suburban were 1 a.m. to 9 or 10 a.m. This proves our pc that the claimant could not do both jobs at the same time. As the surveillance revealed, the claimant typically started working at around 7 a.m. to 7:30 a.m. This provides a motive for the fraud. The claimant wanted to collect compensation benefits while promoting and developing his landscaping business.

The claimant delivered bundles of newspapers for City & Suburban. He could not state how much the bundles weighed. Their weight did vary.

The Judge found that the lifting at City & Suburban was more than in the landscaping business. There is foundation for such a finding. Again, the claimant could not establish how heavy the bundles were. Our witness testified that they weighed at most 35 pounds. While no one was able to state specifically what t claimant lifted in the surveillance tape weighed, some of the items obviously weighed more than 35 poun So the evidence in the record contradicts the finding of the Judge that the lifting at City & Suburban was more than in the landscaping business.

The claimant openly admitted that it was his desire to start his own business. This is an additional motiv fraudulently staying out of work while promoting and developing his personal business.

The claimant testified that he could not do heavy work in the landscaping business after the accident. The investigator's testimony and the surveillance videos totally disprove this. The claimant did all of the facets his landscaping business without hesitation.

The video tape evidenced the claimant doing extensive physical work. There was no physical work that w seen on the video tape that the claimant did not perform. The claimant participated physically in the landscaping business in addition to supervising other workers.

The claimant admitted receiving a work affidavit from the carrier. He admitted filling out the affidavit and lying about not working. He admitted that he was, indeed, working in his landscaping business while he stated to the carrier in this affidavit that he was not working.

The claimant tried to explain his testimony at the 9/5/03 hearing. He stated that he testified that he was o doing light work. This is not the case. He testified that he was doing no work. That he was simply supervising. The claimant has now contradicted himself.

The contradiction in testimony shows that the claimant is not credible.

We did, again, question the claimant about the work affidavit he filled out. He agreed he checked off "no' the question asking if he returned to work in any capacity and to the question has he returned to work for employer. These two questions differentiate between returning to work for the employer and any work. T claimant tried to testify that he thought returning to work meant only with the same employer. Clearly, the two questions evidence that the claimant was asked whether he returned to work for the employer or wor any capacity. The claimant clearly tried to mislead the employer that he was working. This is fraud.

The claimant in Section 2, question 6 of the work affidavit also set forth that he was not looking for work within his restrictions. This contradicts his testimony that he was looking for light duty work at City & Suburban. When you add up all of the contradictions, it again proves that the claimant is not credible.

The claimant testified that he could not do the heavier jobs after the accident. In response to this we ask the claimant about his letterhead. The claimant admitted that he did not remove any services from the letterhead after the accident. In other words, the claimant's letterhead for his landscaping business liste of the services his business performs. The list of services is the same before and after the accident. Th contradicts the claimant's testimony that he stopped performing some heavy work.

The claimant admitted that he never told any of his treating doctors that he was working in the landscapi business. This, again, is an attempt to mislead his doctors so that they would continue to find him to ha total disability.

This was also an obvious attempt to keep his work activity secret.

This applies to Dr. Bruno before the claimant was released to return to light work. When Dr. Bruno was finding a total disability, the claimant was working and the doctor did not know about it. Clearly, the worr activity the claimant performed would have changed the doctor's opinion on the claimant's ability to worr and level of disability.

He never informed Dr. Bruno that he was working until September 2003. By this time he had been worki for more than a year.

The claimant admits that he misled our IME, Dr. Dolci, about his work activity. He admits that he told Dr. Dolci he was not working. This is another misrepresentation of a material fact.

The claimant admitted that he never told his employer, City & Suburban, that he was working in his landscaping business while he was out of work and claiming compensation payments.

The following testimony alone is enough to find the claimant guilty of fraud and a violation of Section 114 and 114-a of the Workers' Compensation Law. The claimant admitted that some of his landscaping accounts paid him in cash. The claimant openly admitted that he did not deposit the cash in the bank. A the claimant put it, you would have to be an idiot to do so. The claimant admitted that he pocketed the ca The claimant admitted that he did not declare the cash he made in either his Federal Income Tax return c his State Income Tax return. I believe it is a felony not to declare earnings in your tax returns. So we ha the claimant openly admitting on the record that he has committed multiple felonies but despite this fact, Judge finds the claimant credible. The fact that the claimant has done this should have convinced the Ju that the claimant is not credible. Furthermore, that this is strong proof that the claimant has no problem breaking the Law and did violate Section 114 and 114-a in this case.

The claimant testified that he worked at least 3 to 4 days per week, 6 to 8 hours per day in the Spring of 2004. When the claimant worked 4 days per week, he could not work at City & Suburban.

The claimant admitted that he did not keep any books and records. He cannot prove his income from th landscaping business.

The claimant continued testifying on 1/26/05. On this date, he again was well aware of the surveillance since he had been informed of the same.

The claimant agreed that he continues to work in his landscaping business. In addition, he does some painting work. He does painting work for pay. So the claimant is back to working 2 jobs.

The claimant, again, admitted that he does not record his actual earnings. He has no way to state what actually makes. He has no record of the hours he works.

The Judge did direct that this case be restored to the calendar for the claimant to produce reduced earn We would ask that the Board find the claimant cannot do the same. This because he does not record h

earnings. We would ask the Board to find that there is no entitlement to compensation because the claim cannot prove reduced earnings.

The claimant openly admitted that he never told his doctors or attorney that he was working.

The claimant admitted that since the accident his business has grown. He states that he has hired help. has obtained more customers. We draw your attention to the fact that the claimant testified that he wante to start his own business. He has now done so. His business has grown 40% larger. This, again, appea as a motive for staying out on compensation while growing his business. He did not want the employer to know he was doing this.

The claimant's testimony on what he makes from the landscaping business is also not credible. He state that even though his business has grown 40% and he has 2 workers, he would have you believe he only makes $300 per week. This is an insult to our intelligence. How can the claimant state he only makes $3 per week when he openly admits he does not declare the cash he makes and has no record of his earnin The truth of the matter is that the claimant does not record his earnings and cannot prove the same. The truth of the matter is also that a business such as his that has grown so much must yield him more than $300 per week.

Employment per se does not raise the issue of fraud. It is lying about employment that triggers the statut Employment may implicate an actual reduced earnings claim. However, that is only if the claimant has b truthful about a return to employment. Once the claimant has lied about their work activity, Workers' Compensation Law Section 114-a is implicated. The issue is no longer work activity but fraud. That is th issue in this case. The claimant lied to the employer, his doctors, the IME, the carrier and the Board abo not returning to work. This is a clear cut case of fraud. The Board should find that the claimant violated Section 114-a and is not entitled to any benefits. In fact, the evidence of a violation of Section 114-a is s strong in this case that it calls into question the whole case and accident. The Board should rescind ANC and disallow the whole claim.

In the case of Machado vs Pleasantville Ford, 1 N.Y.3d 258(2003), the claimant was video taped working a taxi driver. He had previously denied doing any work since his accident. The Judge found no violation WCL Section 114-a. He made no awards for the period while the claimant was working and alluded to th possibility of a reduced earning award for the period in question. The Board reversed and both the Appellate Division and Court of Appeals affirmed.

In Johnson vs New York State Department of Transportation, 305 A.D.2d 927(3rd Dept.2003), the claima testified that he had not worked and had no self employment income. Although the Judge found no WC Section 114-a violation, the Board reversed and the Appellate Division affirmed. Again, this establishes lying about work constitutes a violation of Section 114-a.

In Phelps vs Phelps,277 A.D.2d 736 (3rd Dept.2000), the claimant was seen on videotape engaged in sustained physical activity while working for his son's landscaping business. The claimant maintained th

he was not working. Rather, he "occasionally" helped his son out by delivering a piece of equipment or a tool. The Board found a WCL Section 114-a violation. However, the Board's Decision did not rely upon a finding of actual employment. Instead, the Board relied upon the videotape which showed substantial physical activity which undermined his claim of disability. Specifically, he was seen trimming trees, raking carrying a ladder, carrying logs, using chain saws and blowers.

The facts of Phelps are almost identical to the case at bar. The claimant let his doctors represent that he was totally disabled while he worked in his landscaping business doing all the activity that the claimant did Phelps. As the Court in Phelps found a violation of Section 114-a, the Board in this case should find the same.

In Bowes vs Gulinello's Town & Country, 3 A.D.3rd 805 (3rd Dept.2004), the claimant was videotaped performing work related physical activity on the premises of an auto leasing business that were incompatil with his representation of physical disability. As in Phelps vs Phelps, the Board made no specific finding t the claimant was actually employed. Instead, the Board (and subsequently the Court) determined that the level of activity displayed on the videotape was incompatible with the claimant's statements to the carrier's independent medical examiner that he was unable to work due to his work related injuries.

The claimant made the same statements to our independent medical examiner as the claimant in Bowes did. Thus, the Courts established that this activity is a violation of Section 114-a. The Board should make the same finding.

WCL Section 114-a makes reference not only to false statements but to false representations. According there are cases in which a false statement is not required. Rather, there are cases the Court has found a affirmative duty to disclose work activity. In Fighera vs New York City Department of Environmental Protection,755 N.Y.S.2d 344(3rd Dept.2003), the claimant had been employed as a construction laborer b the City of New York. In 1997, he was classified with a permanent partial disability as the result of two w related accidents. Approximately a year later, his former colleagues saw a photograph of the claimant in Daily News which appeared to show the claimant working as a security officer at Shea Stadium. An investigation was conducted which confirmed the claimant's work activity and the City raised WCL Sectic 114-a.

In finding Section 114-a, the Court did not rely upon a false statement made by the claimant. Rather, the Court found that the claimant had "never affirmatively disclosed" his employment to either the Law Judge any of the other parties during the course of lengthy litigation in the case. This finding relies upon a sin c omission rather than a sin of commission. Significantly, it means that the claimant's failure to disclose material information will be deemed a false statement of a material fact for which the penalties of WCL Section 114-a will be triggered.

Similarly in Michaels vs Towne Ford, 9 A.D.3rd 733(3rd Dept.2004), the Board (and subsequently the Co found that the claimant's false representation as to his physical capabilities at the time of his examinatic would be deemed a violation of WCL Section 114-a. Here, the claimant was extremely uncooperative a

IME exam, stating that he could not move his neck, could barely walk, had a slow gait, etc. After leaving doctor's office, he was seen walking unimpeded and turning his neck to pull out of a parking spot. Althou the Judge found no WCL Section 114-a violation, the Board reversed and the Appellate Division affirmed The Court's Decision relied upon the apparent misrepresentation of physical capabilities to the employer' IME.

In the case at bar, the claimant told our IME, as set forth herein, that he was not working. This is a misrepresentation of a material fact. This is a misrepresentation of his physical abilities at the time of the exam. This is a violation of Section 114-a.

In summary, the claimant's activity in this case constitutes a violation of Section 114 and 114-a of the Workers' Compensation Law. We would ask the Board to rescind the Judge's Decision and find such a violation. We would ask the Board to find that the claimant is not entitled to compensation benefits and t disallow the whole claim including rescinding ANCR. We would also ask the Board to find that the claima cannot possibly prove reduced earnings due to the fact that he admitted that he does not keep a record c his income and does not declare his income to the Federal Government and State Government.

We do request oral argument in this case. Due to the nature of the issues, we believe this is warranted.

Respectfully submitted,
VECCHIONE,VECCHIONE & CONNORS, LLP
BY:

MICHAEL F. VECCHIONE
MFV/cs

Enclosure

Cc: Katz & Stanton, Esqs.
Cc: NYS WCB Office of Appeals by FAX at 607-721-8217

VECCHIONE & VECCHIONE & CONNORS L.L.P.
Counselors at Law
269 HILLSIDE AVE
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL vecchione@mindspring.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE
MICHAEL DIVERS
LAWRENCE FELDMAN

COUNSEL

JAMES J. SLATTERY
HOWARD GEASOR
RAYMOND J. CLANCY
PATRICK QUINN
LEONARD FELD
MARY FRANCES SCHNORR

February 21, 2002

Workers' Compensation Board
175 Fulton Avenue, 7th Floor
Hempstead, New York 11550
Attn: Judge Anderson

Re: Claimant: Yvonne Blount
Employer: County of Nassau
WCB #: 20004190
D/A: 1/6/00
County File #: 00NC36207

WRITTEN SUMMATIONS

Honorable Judge Anderson:

For background purposes, this is a controverted case involving an Afro-American child protective case worker who was allegedly assaulted by a Caucasian Court Officer upon entering a courtroom. It is the claimant's contention that the Court Officer, Officer Pete Swiderski, grabbed her by the arm and threw her into a door. The claimant is alleging a psychiatric injury. She is also alleging an injury to the right arm an an aggravation of hypertension. The self-insured is maintaining basic issues against the claim, including ANCR.

At the time of the alleged incident, the claimant was with 2 Caucasian co-workers, a Mr. John Phalen (a county attorney) and a Ms. Sylvia Diamond (a co-worker). Neither of these 2 individuals were approache by Officer Swiderski on the date in question. The claimant was apparently under the mistaken notion tha she was being singled out because of her race and responded by fabricating an elaborate, though completely unsubstantiated story of an assault. In reality, Officer Swiderski was doing no more than performing his normal job duties, which include courtroom security. Inasmuch as he was unfamiliar with claimant, he properly approached her and requested that she identify herself. Inasmuch as Officer

Swiderski was familiar with both Mr. Phalen and Ms. Diamond, there was no need for him to approach eit of them. It is the County's contention that Officer Swiderski in no way physically assaulted the claimant. the County's further contention that the claimant's misconstruing of Officer Swiderski's intent does not amount to an accident within the meaning of the law.

The claim has been extensively litigated. The claimant testified at a hearing held on 1/5/01. Mr. Phalen testified at a hearing held on 3/7/01. the claimant's supervisor, Ms. McKenna, testified at a hearing held 3/8/01. Ms. Diamond and Officer Swiderski testified at a hearing held on 5/17/01. The County's orthope Dr. Meyer, was deposed on 8/9/01. The County's psychiatric consultant, Dr. Miskin, was deposed on 8/16/01. The claimant's psychologist, Dr. Lassiter, was deposed on 9/7/01. Based upon the record as developed, the County's contention that the claim is not compensable.

It should be noted that the doctor who treated the claimant's alleged physical injuries, Dr. Groh, has refu to make herself available for a deposition and has made it clear that she would not be willing to testify or claim. As such, the County would request that her testimony be precluded and her reports disregarded.

At the hearing of 1/5/01, the claimant testified to the effect that while entering a Courtroom on 1/6/00, sh was grabbed by Office Swiderski and thrown into a door. The claimant intimated that Officer Swiderski proceeded to threaten her by exhibiting his holstered gun. The claimant alleged that a shouting match ensued. The claimant alleged that at the time of the incident, Ms. Diamond was approximately 3 feet aw and facing her. The claimant alleged that the Judge was present, and that he intervened by repeatedly striking his gavel. The claimant alleged that she reported the incident on the same day to her supervisor Ms. McKenna.

The claimant indicated that she never returned to work following the incident. She alleged that her emotional state has rendered her incapable of working. She remains under the care of Dr. Lassiter. Sh attributed her disturbed emotional state to the alleged assault.

Although it is the claimant's contention that she was "attacked" and "assaulted", she never filed criminal charges. She never even filed a Police Report. She has not commenced any Civil suit.

Although the claimant alleged that she sustained physical injuries at the time of the "attack", she did not to the hospital. In fact, she waited several days before going to a doctor.

Mr. Phalen testified that he was present on the date in question. He did not witness any assault. He di see Officer Swiderski throw the claimant into a door. He acknowledged that he was not facing the clair at the time of the event. He pointed out, however, that the room is relatively small, and he certainly wo have known if the claimant was, in fact, thrown into a door. Mr. Phalen additionally denied that the Juc got involved by repeatedly striking his gavel.

Similarly, Ms. Diamond stated that she did not see Officer Swiderski act in a physically abusive manne towards the claimant. She acknowledged that there was a verbal exchange, and that the claimant was

rather upset. She stated, however, that she did not witness any assault. Ms. Diamond's testimony direct contradicts the allegations made by the claimant; for as previously indicated, the claimant alleged that Ms Diamond was facing her at the time of the "attack" and that she was merely 3 feet away. Given the foregoing, assuming that there was an assault, Ms. Diamond certainly would have seen the same. The fa that she did not, demonstrates that there was no assault.

Ms. McKenna indicated that she spoke to the claimant on the day of the event. She stated that the claima made no mention whatsoever of any assault. Rather, she simply indicated that she was "upset" because she felt that she was stopped because she was black. Ms. McKenna specifically made inquiry as to whetl Officer Swiderski in any way physically harmed her. According to Ms. McKenna, the claimant responded the negative. She reported no more than "hurt feelings".

Ms. McKenna was questioned as to just why Officer Swiderski would stop the claimant, and not either Mr. Phalen or Ms. Diamond. The witness indicated that Mr. Phalen and Ms. Diamond are frequently in Court, fact , the officer was, in all likelihood, familiar with them. She noted that the claimant, on the other hand, was not in Court frequently, and that Officer Swiderski was probably unfamiliar with her. Ms.McKenna highlighted the fact that the claimant was not wearing her identification (as is required) at the time of the incident.

Officer Swiderski was questioned at length with respect to the incident in question at the hearing of 5/17/C Officer Swiderski's testimony was both credible and competent. When questioned as to whether he in ar way laid his hands upon the claimant on the date in question, he responded unequivocally in the negative Rather, he simply approached her in Court and requested that he identify herself. He pointed out that she was not wearing any identification, and that he did not know who she was. He noted that his duties as a Court officer necessitated that he approach the claimant.

When questioned as to why he did not approach either Mr. Phelan or Ms. Diamond, the witness stated th he already knew who they were. He had a discussion with them prior to their entering the Court room.

Officer Swiderski indicated that he did not use any profanity with the claimant. He did not use any racial slurs. He simply requested that she identify herself. The record reveals that the claimant responded by calling Officer Swiderski a "red necked" and a "cracker". The witness indicated that no criminal charges have been brought against him. He has not been sued. No grievances have been filed. He has not bee reprimanded.

Dr. Lassiter testified to the effect that the claimant was suffering from a variety of psychiatric problems, including a post traumatic stress disorder, depression, anxiety and flashbacks. The doctor attributed the claimant's psychiatric condition and symptology to the alleged assault. On cross-examination, he acknowledged that he was relying upon the history provided by the claimant, and that if the history was different or false, his opinion would be subject to change.

Curiously, when pressed on the issue of causality, the doctor indicated that he was not concerned with "tl truth" whether or not the claimant fabricated her story was of little relevance to him. The doctor's lack of concern for the "truth" can be characterized as nothing less than troubling.

Dr. Miskin conceded that the claimant was suffering from a depressive disorder, and that she was moderately partially disabled from a psychiatric standpoint. The doctor attributed the disability and the condition to the alleged assault. The doctor noted, however, that his opinion was based upon the history provided by the claimant, and that if there was, in fact, no assault, his opinion would be subject to change In essence, the doctor stated that if there was no assault, there was no causally related condition.

Dr. Meyer testified that he conducted an orthopedic examination on 1/3/01. He received a history of a w related assault. The doctor indicated that the results of his orthopedic evaluation were within normal limi The doctor diagnosed the claimant status post cervical and lumbar strains and status post bruise of right shoulder. The diagnoses were predicated solely upon the history provided by the claimant. There were clinical findings to substantiate the diagnoses. Again, the diagnoses and opinion on causal relationship were predicated upon the history provided by the claimant.

It cannot be doubted that the claimant is a psychiatrically disturbed person. The question is one of compensability. For the claim to be deemed compensable, the claimant must demonstrate one of the following:

1) That she was assaulted by Officer Swiderski on 1/6/2000; or
2) That her misconstruing of Officer Swiderski's intent amounts to an accident within the meaning of law.

There is no credible evidence that the claimant was assaulted. No fewer than 4 lay witnesses have test against her allegations. Further, she has not pursued either criminal charges or a Civil suit against Offic Swiderski. In fact, there is no evidence that Office Swiderski was in any way reprimanded. In light of th foregoing and given the fact that there is no medical evidence documenting contemporaneous treatmer sole conclusion that can be reached is that the claimant's history of accident amounts to no more than a fabrication.

Additionally, there is certainly no basis for claiming that the claimant's misconstruing of Officer Swiders' intent amounts to an accident within the meaning of the law. In this regard, the self-insured would stre that there is no evidence whatsoever of any malice or impropriety on Officer Swiderski's part. As previ indicated, no charges have been levied against the officer. No suits have been brought against the off No grievances have been brought against the officer. No reprimands have been issued.

Further, the claimant's counsel has not produced a shred of evidence in support of the proposition that officer was motivated by racial concerns. There is no evidence that the officer used profanity. There i evidence that he uttered any racial slurs, (the only one who uttered racial slurs was the claimant). The credible evidence demonstrates that Officer Swiderski was, quite simply, performing his normal job du

maintaining Court room security. He approached an individual in a secured area and requested that she identify herself. Certainly, this cannot be deemed tantamount to an accident within the meaning of the law

In conclusion, it is the self-insured's contention that there was no accident within the meaning of the law. As such, the case should be disallowed accordingly.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP
By:

STEVEN F. CONNORS
SFC/cs

EXHIBIT C

VECCHIONE, VECCHIONE & CONNORS, L L P
Counselors at Law
269 HILLSIDE AVE
WILLISTON PARK, NEW YORK 11596-2299

516-741-7575
FAX 516-294-4636
EMAIL info@vecchionelaw.com

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO
CARL SAKS

COUNSEL

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

May 22, 2006

Peter Reinharz, Managing Attorney
Nassau County Attorney's Office
One West Street
Mineola, New York 11501

Re: Response to Request for Proposal RFP No. AT0426-0630 Cost Proposal

COST PROPOSAL

Contract Year 1

Vecchione, Vecchione & Connors, LLP does hereby propose, for the first year of the contract, a flat fee of $172,500.00 ($14,375.00 per month). The flat fee will cover all services in the proposal, with no extra charges.

Contract Year 2

Vecchione, Vecchione & Connors, LLP does hereby propose, for the second year of the contract, a flat fee of $172,500.00 ($14,375.00 per month). The fee will cover all services in the proposal, with no extra charges.

Contract Year 3

Vecchione, Vecchione & Connors, LLP does hereby propose, for the third year of the contract, a flat fee of $177,500.00 ($14,791.66 per month). The fee will cover all services in the proposal, with no extra charges.

Contract Option Year 1

Vecchione, Vecchione & Connors, LLP does hereby propose, for the first option year of th contract, a flat fee of $177,500.00 ($14,791.66 per month). The flat fee will cover all services in t proposal, with no extra charges.

Contract Option Year 2

Vecchione, Vecchione & Connors, LLP does hereby propose, for the second option year c the contract, a flat fee of $180,000.00 ($15,000.00 per month). The flat fee will cover all services the proposal, with no extra charges.

COMMENTS

The flat fee cost proposal will provide Nassau County with cost certainty. It allows the County to calculate exactly what their legal costs will be as opposed to a lower base fee with ext charges for depositions, pre-trials and Appellate Division work, which when added to the base fe could greatly exceed the flat fee provided in this cost proposal.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS LLP

Michael F Vecchione

By: Michael F. Vecchione, Esq.
Managing Partner
269 Hillside Avenue
Williston Park, NY 11596
(516) 741-7575

MFV:dr

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) Reward 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.

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 MWBE 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 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 U

LOCAL LAW NO. 19 – 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.
This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A.) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.

M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.

N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.

O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.

B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.

C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.

D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.

E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.

F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.

H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A} and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:

a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;

b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;

c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;

d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and

e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.

3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contactor farm any other County funds. In addition, said County contractor shall be prohibited form bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.

B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand ($1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.

C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

§8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

Contract Details

NIFS Entry Date

Term from

New / Renewal [ ]
Amendment [ ]
Time Extension [ ]
Add Funds [ ]

1) Mandated Program
2) Comptroller Approval Form Attached:
3) CSLA Agmt § 52 Compliance Attached:
4) Vendor Ownership & Mgmt Disclosure Attached
5) Insurance Required

Agency Information

Vendor

Vecchione, Vecchione & Cousins, LLP
369 Hillside Ave
Williston Park, NY 11596-2399

Vendor HIP
11-3242561-01

Contact Person
Michael Vecchione

Phone 741-7575

County Department

Department Contact
Peter Reinhartz

Address
1 West Street

Phone
1-3961

Routing Slip

LOOSE ADVISEMENT

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd/ Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☑ NIFS Appvl (Dept Head) ☑ Contractor Registered ✓		M. Vecchione	
5/24/07	OMB	NIFS Approval (Contractor Registered) ☐	5/25/07		Yes [ ] No [X]
5/22/07	County Attorney	CA RE & Insurance Verification ☐	5/23/07		Yes [ ] No [X]
	County Attorney	CA Approval as to Form ☐			
	Legislative Affairs	Fwd Original Contract to CA ☐			
	County Attorney	NIFS Approval ☐			
	County Executive	Filed with Clerk of the Leg ☐	5/29/07	JR	
	Comptroller	NIFS Approval			

PF5254 (8/03)

Contract ID#: 06110680003 Department:

Contract Summary

Description: Funding for balance of 2007 (July-December) under three year contract.

Purpose:

Contract Provisions:--3 year contract, commenced July 1, 2006. Under contract, vendor is paid $14,375 to mtl.

Impact on Funding / Price Analysis: $86,250.00 to fund for July through December 2007.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	$86,250.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$86,250.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover the contract is present in the appropriation to be charged	Name:
Name	Name	Date
Date	Date	E #:

PE5254 (8/03)

Contract Details

LEVEL [illegible] Legal Counsel

CHS ID# [illegible] CHS Entry Date Jan 14 2008 Term from [illegible] to [illegible]

New X Renewal	☐
Amendment	☐
Time Extension	☐
Add Funds	☐

1) Mandated Program	Yes ☐	No X
2) Comptroller Approval Form Attached	Yes ☐	No X
3) CSEA Agmt § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
5) Insurance Required	Yes X	No ☐

Insurance in place

Agency Information

Vendor	
Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department	
Department Contact ~~[illegible]~~ M. Feinman	
Address 1 West Street	
Phone ~~[illegible]~~ 1-3042	

Routing Slip LOOSE ADVISEMENT

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fwd	SIGNATURE
	Department	NIFS Entry (Dept) NIFS Appvl (Dept Head) Contractor Registered ✓	☑ ☑	1/14/08	M. A. Feinman
1/16/08	OMB	NIFS Approval (Contractor Registered)	☑	1/16/08	[illegible]
1/23/08	Vertical DCE	NIFS Approval	☐	1/25/08	[illegible]
2/7/08	COUNTY ATTORNEY / INSURANCE		☑	2/7/08	[illegible]
/ /	County Comptroller	NIFS Approval	☐	/ /	[illegible]
	Clerk of Leg.	Filed with Clerk	☐		

PR5254 (8/03)

Department: AT

Contract Summary

Description: Funding for 2008 (Jan-December) under three year contract.

Purpose: Representing County for legal proceedings mandated by N.Y.S. Workers Compensation Board.

Contract Provisions:--3 year contract, commenced July 1, 2006.

Impact on Funding / Price Analysis: $175,000.00 for January through December 2008. ($86,250 for Jan-June 2008, $88,750 for July-Dec. 2008).

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUN
1	AT GEN 1100 DE502	$175,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$175,000

APPROVED: 2/7/08
INSURANCE SECTION

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: BN	Name: CAAT08000001	Name: Marylyn Gottlieb
Date: 3/27/08	Date:	Date: 4/28/08
		(For Office Use Only) E #:

BN

PR5254 (8/03)

THIS AGREEMENT dated August 2006, the "Agreement" between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, located at its principal office at One West Street, Mineola, New York 11501 (the "County Attorney") and Veechione, Veechione & Connors LLP, a limited liability partnership with offices at 700 Hillside Avenue, Williston Park, New York 11596-2999 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

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

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30th, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.

f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

K year 1 - 7/1/06 - 6/30/07
< year 2 - 7/1/07 - 6/30/08

(A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars ($172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars ($345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year. 14,375.00/month

K year 3 7/1/08 - 6/30/09

(B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments. 14,791.67/month eff July 1, 200

1/1/08 - 6/30/08 - 86,250
7/1/08 - 12/31/08 = 88,750

(C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

For 2008 175,000
For 2009 - 177,500

(D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars ($180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services, and specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

Contract Details

SERVICE Legal Counsel

NIFS ID # CAA109000003 NIFS Entry Date Jan. 12, 2009 Term from 7/1/06 to 6/30/09 plus option to extend (Fee 1/1/09 - 12/31/09)

New X Renewal ☐	
Amendment	☐
Time Extension	☐
Addl. Funds	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone. 741-7575

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 1-2012

Routing Slip LOOSE ADVISEMENT

DATE Recd.	DEPARTMENT	Internal Verification	DATE Appr'd & Trans.	SIGNATURE
	Department	NIFS Entry (Dept) ☑ NIFS Appvl (Dept. Head) ☑ Contractor Registered		M. A. Feinman
	OMB	NIFS Approval (Contractor Registered) ☑	2/19/09	Michael Fung
2/19/09	~~County Attorney~~ Vertical DCE	Insurance ☑ NIFS Approval ☑	2/19/09	[illegible]
	County Comptroller	NIFS Approval ☐		[illegible]
	~~Clerk of Leg.~~	~~Filed with Clerk~~ ☐		

2/23/09 M. Gottlieb

Contract ID#: CQAT0600001 Department: AT

Contract Summary

Description: Funding for 2009 (Jan-December) under three year contract with option to renew.

Purpose: To represent County in legal proceedings mandated by NYS Workers' Compensation Board

Contract Provisions:--3 year contract, commenced July 1, 2006.

Impact on Funding / Price Analysis: $177,500.00 for January through December 2009.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	$177,500.0
2		$
3		$
4		$
5		$
6		$
	TOTAL	$177,500.0

APPROVED 2/19/09
INSURANCE SECTION

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 Marilyn Gottlieb
Name BS	Name AAT09000003	Date 2/23/09
Date 2/27/09	Date	(For Office Use Only)

E #:

BS

THIS AGREEMENT dated August [illegible] 2006 (the "Agreement") between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York [illegible] (the "County Attorney") and Vecchione, Vecchione & Connors LLP, a limited liability partnership with offices at [illegible] Avenue, Williston Park, New York 11596-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

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

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve month period commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

From CQATO60000

e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.

f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

year 1 - 7/1/06 - 6/30/07
year 2 - 7/1/07 - 6/30/08

(A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars ($172,500.00) per Contract Year, up to a maximum amount (Maximum Amount) of Three Hundred Forty-five Thousand Dollars ($345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year. 14,375.00/month

7/1/08 - 6/30/09

(B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments. 14,791.67/month eff July 1, 200

1/1/08 - 6/30/08 - 86,250
1/1/08 - 12/31/08 = 88,750

(C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

For 2008 175,000
For 2009 - 177,500

(D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars ($180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services, and specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

2006 NOV 5 PM 12 05

Contract Re[illegible]

Contract Details

SERVICE: Legal Counsel

NIFS ID # CLA[illegible] NIFS Entry Date June, 2009 Term from [illegible]/06 to 6/30/10 plus option to extend

New Renewal	☐
Amendment	☐
Time Extension	X
Addl. Funds	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department

Department Contact Meredith A. Feinman
Address 1 West Street
Phone 1-3012

Routing

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Approved	SIGNATURE	Leg. Approval Required
6/5/09	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	☑ ☑	6/5/09	M. Feinman	
	OMB	NIFS Approval	☑	6/8/09	[illegible]	Yes☐ No☒
6/8/09	County Attorney	CA RE&I Verification	☑	6/8/09	[illegible]	
	County Attorney	CA approval as to form	☐	6/9/09	[illegible]	Yes☐ No☒
	LEG: Legislative Affairs	Fw'd Original K to CA	☐			
	LEG: Rules ☐ / Leg. ☐	Filed Resolution with CA	☐			
6/9	County Attorney	NIFS Approval	☑	6/9/09	M. Feinman	
	County Comptroller	NIFS Approval	☐		[illegible]	
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	7/9/9[illegible]	M. Gottlieb	

PR5254 (8/03)

Contract ID#: CCAT0600003

Department: AT

Contract Summary

Description: One year extension of contract pursuant to County's exercise of option to extend.

Purpose: To continue to represent County in legal proceedings mandated by NYS Workers' Compensation Board

(see paragraph #1 of original agreement - may be renewed thru 6/30/11)

Contract Provisions:--Contract commenced July 1, 2006. The original term expires 6/30/09. The term has been extended to 6/30/10 pursuant to the County's exercise of an option to extend for one year. SEE ATTACHED.

Impact on Funding / Price Analysis: NONE
The funds for the first half-year of the contract extension (July - December 2009) are currently available in the contract and therefore additional funding is not necessary at this time. Funds for the balance of the contract term—January – June 2010- will be encumbered in 2010.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

APPROVED
INSURANCE SECTION

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: BW	Name: CLAT09000012	Name: Marilyn Gottlieb
Date: 7/3/09	Date:	Date: 7/8/09
	BW	(For Office Use Only) E #:

PR5254 (8/03)

THOMAS R. SUOZZI
County Executive

LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820

June 5, 2009

Vecchione, Vecchione & Connors, LLP
147 Herricks Road
Garden City Park NY 11040

Attn: Michael F. Vecchione

Re: Agreement with Nassau County
Contract #CQAT06000031

Dear Sir:

Reference is made to the above-referenced Agreement between Vecchione, Vecchione & Connors, LLP ("Counsel") and Nassau County, executed on October 5, 2006 (the "Agreement). Pursuant to paragraph 1 of the Agreement, County hereby exercises its option to extend the Term of the Agreement for the period terminating June 30, 2010, which extension shall be upon the terms and conditions as are fully set forth in the Agreement (the "Extension").

Pursuant to Ordinance No. 201-2001 as amended by Ordinance 128-2006, Counsel agrees to pay County a $533.00 administrative charge for the processing of the Extension,. Said sum shall be due and payable upon signing of this letter by Counsel

Please evidence your agreement to the Extension by signing this letter in the space provided below, which, upon full execution will serve as an Extension of the Agreement.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: _____
Name: Michael F. Vecchione
Title: Senior Partner
Date: 6.12.09

NASSAU COUNTY

By: Marilyn Gottlieb
Name: Marilyn Gottlieb
Title: Deputy County Executive
Date: 7/9/09

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

On the 12th day of June in the year 2009 before me personally came Michael F. Vecchione 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 Senior Partner of Vecchione, Vecchione & Connors, LLP, the limited liability partnership described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the members of said limited liability partnership.

NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2010

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

On the 13 day of July in the year 2009 before me personally came M. Gottlieb 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.

James D. Collins
NOTARY PUBLIC

JAMES D. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

Howard S. Weitman
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: Vecchione, Vecchione & Connors LLP

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, NY 11596-2299

FEDERAL TAX ID #: 113242561-01

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. X The contractor was selected pursuant to a Request for Proposals.

On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP—Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione, & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
-Contract commenced July 1, 2006. The original term expires 6/30/09. The term has

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 service required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reasor for entering into this contract without conducting a competitive process, and details when the departmei intends to initiate a competitive process for the future award of these services. For any such contract, whei the vendor has previously provided services to the county, attach a copy of the most recent evaluation (the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mu explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances conducting

compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

X A review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lorna Meilman by M. Feerrar
Department Head Signature

6/5/09
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

Contract ID#: COAT0600003

Department: AT

Contract Details

SERVICE: Legal Counsel

NIFS ID #: CAAT10000001

NIFS Entry Date: 12/22/09

Term: from ~~1/1/09 to 6/30/10~~ 1/1/10 → 6/30/10

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact Peter Reinharz
Address 1 West Street
Phone 1-3064

LOOSE ADVISEMENT

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd	SIGNATURE
12/22/09	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☑	12/22/09	M. Seeman
	OMB	NIFS Approval (Contractor Registered)	☑	12/22/8	[illegible]
	Vertical DCE	NIFS Approval	☐	12/23	[illegible]
	County Comptroller	NIFS Approval	☐	1/05/10	[illegible]

PR5254 (8/03)

Contract Summary

Description: Funding for Jan. through June 2010 pursuant to terms of contract. Contract was extended in July 2009 for one year, term 6/30/10.

Purpose: Funding for Counsel for worker's comp. hearings and trials

Contract Provisions:--Contract was extended for one year in July 2009.

Impact on Funding / Price Analysis: $88,750.00 to fund January through June 2010.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$88,750.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$88,750.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS:	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged CAAT10000001	Name: Marilyn Poitrack
Name: BP	Name: [signature]	Date: 12/23/09 (office use only)
Date: 1/25/10	Date: 1/25/10	E#:

BP

PR5254 (8/03)

Excerpt from original contract

THIS AGREEMENT dated August_____2006, (the "Agreement") between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York 11501 (the "County Attorney"), and Vecchione, Vecchione & Connors LLP, a limited liability partnership with offices at 269 Hillside Avenue, Williston Park, New York 11596-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

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

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");

b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;

c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;

d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials:

e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-223 has been filed.

f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

7/1/06 → 6/30/08 (A) **Contract Years One and Two:** Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars ($172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars ($345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year.

7/1/08 – 6/30/09 (B) **Contract Year Three:** Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

7/1/09 → 6/30/10 (C) **Contract Renewal Option Year One:** Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars ($177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

(D) **Contract Renewal Option Year Two:** Counsel shall be paid One Hundred Eighty Thousand Dollars ($180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services, and specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

Contract ID#: COAT0600003 1

Department: County Attorney

Contract Details

SERVICES Legal Services

NIFS ID #:CLAT~~0000010~~ 11-1 NIFS Entry Date9/29/10 Term: from June 30, 2010 to June 30, 2011

New ☐ Renewal	X
Amendment	☐
Time Extension	X
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required To Follow.	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione Vecchion & Connors LLP	Vendor ID#
Address 147 Herricks Road Garden City Park, NY 11040	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact DCA Susan Gordon
Address 1 West Street Mineola, NY 11501
Phone

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	9/29/10		
	OMB	NIFS Approval ☐	10/12/10		Yes ☐ No ☐ Not required if blanket resolution
10/27/10	County Attorney	CA RE&J Verification ☐	11/4/10		
11/5/10	County Attorney	CA Approval as to form ☑	11/5/10		Yes ☐ No X
	LEG Legislative Affairs	Fw'd Original K to CA ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	11/5/10		
	County Comptroller	NIFS Approval ☑	10/03/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/24/11		

PR5254 (8/04)

Contract Summary

Description: One year extension pursuant to the County's exercise of its option to renew.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board.

Method of Procurement: See original agreement staff summary.

Procurement History: See original agreement staff summary.

Description of General Provisions:

Impact on Funding / Price Analysis: $180,000

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$180,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100.502	$180,00.00
2		$
3	11/4/10	$
4		$
5		$
6		$
	TOTAL	$180,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name 02/23/11	Name 02/23/11	Date 2/24/11

PR5254 (8/04)

Howard S. Weitzman
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: Vecchione Vecchione & Connors LLP (CLAT10000010)

CONTRACTOR ADDRESS: 147 Herricks Road Garden City Park, NY 11040

FEDERAL TAX ID #: 11-3242561-01

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_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

[illegible] executed by Nassau County on [illegible] the contract or an amendment within the scope of the [illegible] RFP [illegible] attached. The original contract was entered into after the [illegible] of an RFP.

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.

John Ciampoli, County Attorney

9/30/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT [illegible]

[illegible] AMENDMENT dated as of June 30, [illegible] together with the exhibit hereto, the "[illegible]" between the County of Nassau, County, a municipal corporation having its principal office at [illegible] and for Mineola, Nassau County, New York [illegible] the County's [illegible] for and on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York [illegible] (the "County Attorney's") and (ii) and Vecchione, Vecchione & Connor, LLP, a limited liability partnership with offices at 147 Herricks Road, Garden City Park, New York, 11040 ("Counsel")

WITNESSETH

WHEREAS, pursuant to County contract number CQAT0000031 [illegible] between the County and Counsel, executed on behalf of the County on October 5, 2006, as extended by letter dated June 5, 2009 (the "Original Agreement"), Counsel provides legal services in connection with Workers Compensation claims, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2006 through June 30, 2010 with an option to renew under the same terms and conditions (the "Original Term"); and,

WHEREAS, the County and Counsel desire to exercise their option to renew for an additional one (1) year period [illegible]

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2011.

2. Maximum Amount. The maximum amount in the Original Agreement shall be increased by One Hundred and Eighty Thousand Dollars ($180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under this Amended Agreement shall be Eight Hundred and Eighty Thousand Dollars ($880,000.00) ("Amended Maximum Amount").

3. 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 No. 201-201 as amended by Ordinance No. 128-2006. The administrative service charge shall be due and payable to the County upon signing of this Amendment.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: _____
Name: Michael F. Vecchione
Title: Senior Partner
Date: 8-24-10

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 2/24/1

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:

[illegible] and say that he or she resides in the County of [illegible] that he or she is the [illegible] of [illegible] 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.

Barbara J. Grant
NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2014

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

On the 24th day of February in the year 2011 before me personally came Richard A. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC
Doreen R. Fennica

DOREEN R. FENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01FE6170832
EXPIRES 7/23/2011

Certified contract received on 03/05/2012

Contract ID#: CQAT06000031

Department: County Attorney

E-43-12

Contract Details

SERVICES Legal Services

NIFS ID #: CLAT11000022 NIFS Entry Date: 12/29/2011 Term: from July 1, 2006 to June 30, 2012

New ☐ Renewal ☐	
Amendment	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 269 Hillside Avenue Williston Park, New York 11596	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	1/5/12		Yes ☐ No ☐ Not required if blanket resolution
1/6/12	County Attorney	CA RE&I Verification ☑	1/6/12		
	County Attorney	CA Approval as to form ☐	01/06/2012		Yes ☑ No ☐
1/9/12	LEG Legislative Affairs	Fw'd Original K to CA ☐	1/10/12	Gregory A. Meyer	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	02/08/2012		
	County Comptroller	NIFS Approval ☑	3/10/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg ☐	1/25/12		

PR5254 (8/04)

Contract Summary

[illegible]

Purpose: To continue to comply with the [illegible] procedure mandated by the [illegible]

Method of Procurement: The contract has been extended for an additional year beyond the original contract term as [illegible] period as a transitional stage. It is expected that a new RFP process will be issued for these [illegible] for the lookforward of the RFP that has taken place.

Procurement Process: On April [illegible] the County's Office of Purchasing issued an RFP [illegible] RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP: Cherry Edson & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinhartz, Meredith [illegible], Margot [illegible] and John Brooks of OMB. Following the interviews, the members of the committee reviewed the [illegible] proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding: Price Analysis: $180,000

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$180,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$180,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100.502	$180,000.00
2		$
3	1/17-1/26/12	$
4	G. Lomas	$
5		$
6		$
	TOTAL	$180,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 1/25/12
Date 2/13/12	Date 2/10/12	(For Office Use Only)

E #:

PR5254 (8/04)

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 13 2011 ADADJ2011
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALAN
	AA	SALARIES,	11,116,061	10,616,061	9,492,645	1,123,4
	BB	EQUIPMENT	15,000	15,000	2,186	12,8
	DD	GENERAL EX	742,279	742,279	426,793	315,4
	DE	CONTRACTUA	2,000,000	8,800,000	7,654,884	1,145,1
		EXP TOTAL	13,873,340	20,173,340	17,576,508	2,596,8
		REV - EXP	-11,090,268	-17,390,268	-14,239,432	3,150,8

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

LINK TO:
ACTIVE
FISCAL MO/YEAR : 02 2012
VENDOR NUMBER : 113242561 VECCHIONE,VECCHIONE AND CONNORS, LLP
VENDOR ALPHA :

S VENDOR SUMMARY	FEB 2012	ANNUAL BALANCE	ALL YEARS BALANC
ENCUMBRANCES	180,000.00	180,000.00	180,000.0
RETAINAGES	.00	.00	.0
ACCRUALS	.00	.00	.0
PAYMENTS	.00	.00	2,636,248.9
CASH RECEIPTS	.00	.00	.0
ACCT RECVABLE	.00	.00	.0
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.0
TAX LIENS PAID	.00	.00	.0
ST BCKUP W/HOLD	.00	.00	.0
ST BU W/H PAID	.00	.00	.0

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G014 - RECORD FOUND

RULES RESOLUTION NO.

A RESOLUTION AUTHORIZING A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/13/12
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present 7

WHEREAS, the County Attorney has executed a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the County Attorney and Vecchione, Vecchione & Connors, LLP.

RULES RESOLUTION NO. – 2012

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

WHEREAS, the County Attorney has executed a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the County Attorney and Vecchione, Vecchione & Connors, LLP.

OFFICE OF THE COMPTROLLER

COMPTROLLER APPROVAL FORM FOR PERSONAL PROFESSIONAL OR HUMAN SERVICES CONTRACT

Use this form along with all personal professional or human services contracts, contract renewals, [illegible] and amendments

CONTRACTOR NAME: Vecchione, Vecchione & Connors, LLP

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, New York 11596

FEDERAL TAX ID #: 113242561

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). Th is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered into after On April 21, 200 the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted o the County's website and disseminated to the Office of Minority Affairs. Three firms responded to th RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LL ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following th interviews, the members of the committee reviewed the written proposals of the firms, without knowing th fee proposals. The Committee unanimously concluded that Vecchione's proposal was superio Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than th other two bidders and lower than the price under its prior contract with the County. In light of that lowe bid, as well as Vecchione's proven ability to handle the volume of work incident to representing th County, they were selected. The contract has been extended for an additional year beyond the origina contract term and renewal periods as a transitional stage. It is expected that a new RFP process will b issued for these services. See procurement history for the background of the RFP that has taken place. Th Contractor's work has been satisfactory.

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).

[illegible] and the attached memorandum explains how [illegible] within the [illegible] of the contract [illegible]

☐ D. Pursuant to General Municipal Law Section 119-o, the department is [illegible] required through an inter-municipal agreement [illegible]

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the [illegible] for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/2/2012

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

ADDENDUM

LIST OF PRINCIPALS OF VECCHIONE, VECCHIONE & CONNORS, LLP

MICHAEL F. VECCHIONE, PARTNER
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040
TEL. (516) 741-7575

STEVEN F. CONNORS PARTNER
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040
TEL. (516) 741-7575

AMENDMENT NO. 1

[illegible] by Nassau [illegible] office at 1550 [illegible] New York 11501 (the "County") acting for and on behalf of the Nassau [illegible] having principal office at [illegible] Mineola, New York [illegible] Associates & Counsel, LLP having an office at [illegible] Counsel" or "Contractor")

WITNESSETH:

WHEREAS, pursuant to a duly executed contract entitled CCA 06000031 between [illegible] executed on behalf of the County on October 5, 2006, and as amended [illegible] Original Agreement") Counsel provides legal services to the County in connection with [illegible] compensation claims, 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 July 1, 2006 until June 30, 2011 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement as full compensation for the Services, was Eight Hundred Eighty Thousand Dollars ($880,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term, increase the Maximum Amount, and amend Section 6 of the Original Agreement

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2012.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars ($180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Sixty Thousand Dollars ($1,060,000.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following provision:

"(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, 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

[illegible]

By [illegible]
Name [illegible]
Title [illegible]
Date [illegible]

NASSAU COUNTY

By [illegible]
Name John Ciampoli
Title County Attorney
Date: [illegible]

NASSAU COUNTY

By [illegible]
Name Edward P. Mangano
Title County Executive
[ ] ~~Deputy County Executive~~
Date: March 5, 2012

PLEASE EXECUTE IN BLUE INK

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

On the 28 day of November in the year 2011 before me personally came Michael F. Vecchione 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 Partner of Vecchione, Vecchione & Donnelly 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.

[redacted]

NOTARY PUBLIC

Notary Public, State of New York
No. 4992638
Qualified in Nassau County
[redacted]

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

On the 2nd day of January in the year ~~2011~~ 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

MARTIN E. VALK
Notary Public, State of New York
No. 24-4959469
Qualified in Kings County
Certificate Filed in Nassau County
Commission Expires Nov. 27, 2015

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

On the 5 day of March in the year 2011 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a ~~Deputy~~ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6370832
EXPIRES 7/23/2015

The chief executive officer of Contractor is

Michael F. Vecchione

Name

[redacted]

Address

[redacted]

Telephone Number

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:

Not Applicable

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:

Not Applicable

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.

11/28/11
Dated

Signature of Chief Executive Officer

Michael F. Vecchione
Name of Chief Executive Officer

Sworn to before me this

28 day of November, 2011.

Notary Public

BARBARA J. GRANT
Notary Public, State of New York
No. 4592638
Qualified in Nassau County
Commission Expires March 2, 2014

Certified contract received on 10/24/2013

Contract ID#: CQAT06000031

Department: County Attorney

E-141-13

Contract Details

SERVICES Legal Services

NIFS ID #: CLAT13000011 NIFS Entry Date: 03/04/2013 Term: July 1, 2006 - December 31, 2013

New ☐ Renewal ☐	
Amendment # 4 X	
Time Extension X	
Addl. Funds X	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 269 Hillside Avenue Williston Park, New York 11596	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	5/2/13		
	OMB	NIFS Approval ☐	5/23/13		Yes ☐ No ☐ Not required if blanket resolution
6/7/13	County Attorney	CA RE&I Verification ☑	6/10/13		
6/11/13	County Attorney	CA Approval as to form ☐	6/11/13		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	6/18/13	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/02/2013		
	County Comptroller	NIFS Approval ☑	8/1/13		7/24/13
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/20/13		

PR5254 (8/04)

Contract ID#: CQAT06000031

Department: County Attorney

Contract Summary

Description: Contract amendment # 4.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Workers' Compensation Board.

Method of Procurement: The contract has been extended for an additional eighteen months as a transitional stage. It is expected that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: $270,000.00

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$270,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$270,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$270,000.00
2		$
3		$
4	APPROVED: 6/10/13	$
5		$
6		$
	TOTAL	$270,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/13
Date 8/1/13	Date 8/1/13	(For Office Use Only)

E #:

PR5254 (8/04)

E-191-13

RULES RESOLUTION NO. 208 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-1-13
VOTING:
ayes 4 **nayes** 3 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

RULES RESOLUTION NO. – 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP.

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, 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: Vecchione, Vecchione & Connors, LLP (CLAT13000011)

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, New York 11596

FEDERAL TAX ID #: 113242561

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional eighteen months as a transitional stage. It is expected that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/2/2013

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form.Pers./Prof. Services Contracts: Rev. 02/04

OWNERSHIP DISCLOSURE STATEMENT

Below are the names and business addresses/telephone numbers of the Partners of the firm of Vecchione, Vecchione & Connors, LLP:

1) Michael F. Vecchione – Managing Partner
2) Steven Connors – Partner

The contact information is the same for both Partners, namely,

Vecchione, Vecchione, & Connors, LLP
147 Herricks Road
Garden City Park, NY 11040
Tel. (516) 741-7575

The firm of Vecchione, Vecchione & Connors, LLP is a Limited Liability Partnership.

Submitted By: _____
Michael F. Vecchione

Dated: February 27, 2013

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione& Connors, LLP, having an office located at 269 Hillside Avenue, Williston Park, New York 11596 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until June 30, 2012 (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Sixty Thousand Dollars ($1,060,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Seventy Thousand Dollars ($270,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Thirty Thousand Dollars ($1,330,000.00) (the "Amended Maximum Amount").

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.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: _____
Name: Michael F. Vecchione
Title: Partner
Date: 2/28/2013

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 5/2/2013

NASSAUCOUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☑ Deputy County Executive
Date: 8/20/13

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of February in the year 2013 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Partner of Vecchione, Vecchione & Connors, 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.

Barbara J. Grant
NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2014

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

On the 2nd day of May in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 22 day of October 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 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6253026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT06000031

Certified contract received on 08/19/2014

Department: County Attorney

E-148-14

SERVICES Legal Services

Contract Details

NIFS ID #: CLAT14000017 NIFS Entry Date: 05/15/2014 Term: July 1, 2006 - December 31, 2014

New ☐ Renewal ☐	
Amendment # 5	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 147 Herricks Road Garden City Park, New York 11040	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/21/14		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	CA RE&I Verification ☐	05/21/2014		
	County Attorney	CA Approval as to form ☐	05/21/2014		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	5/21/14	Gregory A. Mey	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	06/24/2014		
	County Comptroller	NIFS Approval ☒	6/20/14		CCC 6/23/14
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/22/14		

PR5254 (8/04)

Contract ID#: CQAT06000031

Department: County Attorney

Contract Summary

Description: Contract amendment # 5 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board.

Method of Procurement: The contract has been extended for an additional twelve months as a transitional stage. It is expected that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: $180,000.00

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$180,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$180,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$180,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$180,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name	Date 5/22/14
Date 6/23/2014	Date 6/20/14	(For Office Use Only) E #:

PR5254 (8/04)

E-148-14

RULES RESOLUTION NO. 17 2014

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-2-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

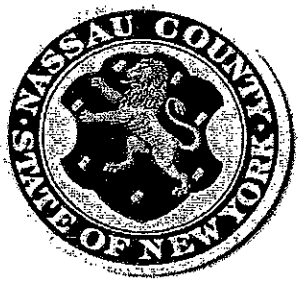
RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, 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: Vecchione, Vecchione & Connors, LLP (CLAT14000017)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York 11040

FEDERAL TAX ID #: 113242561

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional twelve months as a transitional stage. It is expected that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

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 Law2Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/15/14
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

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
147 HERRICKS ROAD
GARDEN CITY PARK, NEW YORK 11040

516-741-7575
FAX 516-294-4636
EMAIL: INFO@VECCHIONELAW.COM

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J MAGBITANG
GINA CANO
CARL SAKS
ELYSE O'CONNOR
JENNIFER LONG
HEATHER BABITS
MARY FRANCES SCHNORR
THOMAS R. JARVIS
JACLYN GRANET
JONATHAN A. SAKS
TERESA E. CIPOLLONE
PAMELA L. SEGAL

COUNSEL:
MELANIE BAUMHOLTZ
HOWARD GEASOR

May 12, 2014

Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

ATT: Daniel J. Gregware
Deputy County Attorney

Re: VECCHIONE, VECCHIONE & CONNORS, LLP

Dear Mr. Gregware:

The firm of Vecchione, Vecchione & Connors is a Limited Liability Partnership.

Michael F.Vecchione, Esq. is the principal partner. Steven F. Connors, Esq. is the minority partner.

The business address and relevant telephone numbers are listed below.

Michael F. Vecchione & Steven F. Connors
Vecchione, Vecchione & Connors, LLP
147 Herricks Road
Garden City Park, NY 11040
Office Tel. (516) 741-7575
Office Fax (516) 294-4636

Michael Vecchione's Cell No. [redacted]
Steven Connors' Cell No.

Please do not hesitate to contact us if you require any further information.

Sincerely,

Michael F. Vecchione
Managing Partner

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione & Connors, LLP, having an office located at 147 Herricks Road, Garden City Park, NY 11040 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until December 31, 2013 (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Thirty Thousand Dollars ($1,330,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars ($180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Five Hundred Ten Thousand Dollars ($1,510,000.00) (the "Amended Maximum Amount").

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.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: _____
Name: Michael F. Vecchione
Title: Managing Partner
Date: 8/12/14

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 8/14/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 8/18/14

PLEASE EXECUTE IN BLUE INK

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

On the 12th day of May in the year 2014 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Managing Partner of Vecchione, Vecchione & Connors, LLP., the limited liability partnership described herein and which executed the above instrument; and that he or she signed his name thereto by authority of the partnership agreement of said limited liability company.

NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

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

On the 19th day of May in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 18 day of August in the year 2014 before me personally came Richard K. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT06000031

received on 07/24/2015 E-70-15 LN

Department: County Attorney

Contract Details

SERVICES Legal Services

NIFS ID #: CLAT15000002 NIFS Entry Date: 03/04/2015 Term: July 1, 2006 – June 30, 2015

New ☐ Renewal ☐	
Amendment # 6	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 147 Herricks Road Garden City Park, New York 11040	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	4/7/15		Yes ☐ No ☐ Not required if blanket resolution
4/13/15	County Attorney	CA RE&I Verification ☑	4/13/15		
	County Attorney	CA Approval as to form ☐	06/15/2015		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	7/1/15	Loretta U. Petrucci	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	06/04/2015		
	County Comptroller	NIFS Approval ☑	6/23/15		
4/17/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	4/17/15		

PR5254 (8/04)

Contract ID#: CQAT06000031

Department: County Attorney

Contract Summary

Description: Contract amendment # 6 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original contract.

Method of Procurement: The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: $90,000.00

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$90,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$90,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$90,000.00
2		$
3		$
4	4/13/15	$
5		$
6		$
	TOTAL	$90,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 4/17/15
Date 6/23/15	Date 6/23/15	(For Office Use Only) E #:

PR5254 (8/04)

E-70-15

RULES RESOLUTION NO. 127-2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 4 **nayes** 3 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

RULES RESOLUTION NO. – 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, 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: Vecchione, Vecchione & Connors, LLP (CLAT15000002)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York 11040

FEDERAL TAX ID #: 113242561

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 5, 2006, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/14/1r

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

VECCHIONE, VECCHIONE & CONNORS, L.L.P.
Counselors at Law
147 HERRICKS ROAD
GARDEN CITY PARK, NEW YORK 11040

516-741-7575
FAX 516-294-4636
EMAIL: INFO@VECCHIONELAW.COM

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
GINA CANO
CARL SAKS
JACLYN GRANET
JENNIFER LONG
HEATHER BABITS
MARY FRANCES SCHNORR
JONATHAN A. SAKS
TERESA E. CIPOLLONE
PAMELA L. SEGAL
SEAN DOOLEY
COLLIN SPEARS

January 23, 2015

Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

ATT: Daniel J. Gregware
Deputy County Attorney

Re: VECCHIONE, VECCHIONE & CONNORS, LLP

Dear Mr. Gregware:

The firm of Vecchione, Vecchione & Connors is a Limited Liability Partnership.

Michael F.Vecchione, Esq. is the principal partner. Steven F. Connors, Esq. is the minority partner.

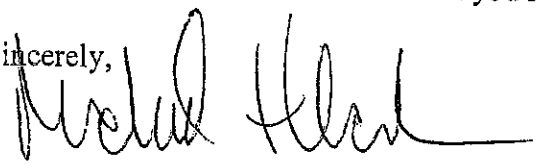
The business address and relevant telephone numbers are listed below.

Michael F. Vecchione & Steven F. Connors
Vecchione, Vecchione & Connors, LLP
147 Herricks Road
Garden City Park, NY 11040
Office Tel. (516) 741-7575
Office Fax (516) 294-4636

Michael Vecchione's Cell No. [redacted]
Steven Connors' Cell No. [redacted]

Please do not hesitate to contact us if you require any further information.

Sincerely,



Michael F. Vecchione
Managing Partner

AMENDMENT NO. 6

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione & Connors, LLP, having an office located at 147 Herricks Road, Garden City Park, New York 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until December 31, 2014 (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Ten Thousand Dollars ($1,510,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ninety Thousand Dollars ($90,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Six Hundred Thousand Dollars ($1,600,000.00) (the "Amended Maximum Amount").

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.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: _____
Name: Michael F. Vecchione
Title: Managing Partner
Date: 2/24/15

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 3/16/15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: County Executive
☑ Deputy County Executive
Date: 06/26/15

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of February in the year 2015 before me personally came Michael F. Vecchione 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 Partner of Vecchione, Vecchione & Connors, LLP, the Limited Liability Partnership described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

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

On the 26th day of March in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089354
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 26 day of June in the year 2015 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

E-12-16

COUNTY OF NASSAU

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

1. Name of the Entity: Vecchione, Vecchione & Connors, LLP

   Address: 147 Herricks Road

   City, State and Zip Code: Garden City Park, NY 11040-5210

2. Entity's Vendor Identification Number: 11-3242561

3. Type of Business: ____Public Corp __X__ 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):

Michael F. Vecchione and Steven F. Connors, both located at 147 Herricks Road,

Garden City, NY 1140-5210

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.

Michael F. Vecchione and Steven F. Connors, both located at 147 Herricks Road,

Garden City, NY 1140-5210

E-15-1P

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 12/11/15

Signed:

Print Name: Michael F. Vecchione

Title: Managing 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.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Vecchione, Vecchione & Connors, LLP (CLAT16000001)

2. Dollar amount requiring NIFA approval: $ 150,000.00

Amount to be encumbered: $ 150,000.00

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: 07/01/2006 - 04/30/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity of matter, needed to commence prior to approval.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original 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:

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 12/29/15

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.

R14

Contract ID#: CQAT14000024

Department: County Attorney

E-14-16

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT16000002 NIFS Entry Date: 12/22/2015 Term: August 26, 2014 - Completion

New ☐ Renewal ☐	
Amendment #1	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: Jaclyn Delle
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (914) 872-7497	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT		Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department		NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB		NIFS Approval ☐	12/28/15		Yes ☐ No ☐ Not required if blanket resolution
12/30/15	County Attorney		CA RE&I Verification ☑	12/30/15		
12/30/15	County Attorney		CA Approval as to form ☑	12/30/15	Jaclyn Delle	Yes ☑ No ☐
	LEG	Legislative Affairs	Fw'd Original K to CA ☐	1/8/16	Concetta A. Williams	
	LEG	Rules ☐/ Leg. ☐	☐			
	County Attorney		NIFS Approval ☐			
	County Comptroller		NIFS Approval ☐			
1/6/16	County Executive		Notarization ☐ Filed with Clerk of the Leg. ☐	1/6/16		

2016 JAN -8 A 11:53 RECEIVED COUNTY LEGISLATURE

PR5254 (8/04)

21-11-3

Contract ID#: CQAT14000024

Department: County Attorney

Contract Summary

Description: Amendment to outside counsel contract.

Purpose: Amendment to an existing outside counsel contract to represent County defendants in litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et. al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to hese cases.

Method of Procurement: Contract amendment. See below for procurement history.

Procurement History: A Request for Qualifications was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $200,000.00 max amount, but only $160,000.00 encumbrance at this time as per the contract.

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	$160,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$160,000.00
2		$
3		$
4	12/30/15	$
5		$
6		$
	TOTAL	$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only) E #:

E-14-16

RULES RESOLUTION NO. 14 – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT16000002)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on January 22, 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 as follows: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/23/16

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

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT14000024 between the County and Counsel, executed on behalf of the County on January 22, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District, et al. v The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases," which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 26, 2014 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Thousand Dollars ($100,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars ($200,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Three Hundred Thousand Dollars ($300,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Sixty Thousand Dollars ($160,000.00). Thereafter, the Department

shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPOLZINO
Title: PARTNER
Date: DECEMBER 9, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/23/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 9th day of December in the year 2015 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman & Dicker LLP, the corporation 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 23rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Contract ID#:CQAT14000024

certified contract received on 01/29/2015 LN

Department: County Attorney

E-244-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT14000024 NIFS Entry Date: 09/17/2014 Term: August 26, 2014 - Completion

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone (914) 872-7497

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐		Carole J. Farley	
	OMB	NIFS Approval ☐	9/22/14	Angelina Fabrizio	Yes ☐ No ☐ Not required if blanket resolution
10/1/14	County Attorney	CA RE&I Verification ☑	10/1/14	[illegible]	
	County Attorney	CA Approval as to form ☐	10/10/2014	[illegible]	Yes ☑ No ☐
	Legislative Affairs (Leg.)	Fw'd Original K to CA ☐	10/17/14	Gregory A. May	
	Rules ☐ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	11/25/14	[illegible]	
	County Comptroller	NIFS Approval ☑	12/1/14	[illegible]	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	10/17/14	[illegible]	

PR5254 (8/04)

Contract ID#:CQAT14000024

Department: County Attorney

Contract Summary

Description: New outside counsel contract.

Purpose: New outside counsel contract to represent County defendants in litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to these cases.

Method of Procurement: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $100,000.00 max amount, but only $50,000 encumbrance at this time as per the contract.

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	$50,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$50,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$50,000.00
2		$
3		$
4	10/1/14	$
5		$
6		$
	TOTAL	$50,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date Oct. 17, 2014
Date 12/3/2014	Date 12/1/14	(For Office Use Only) E #:

PR5254 (8/04)

E-244-14

RULES RESOLUTION NO 260 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-3-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT14000024)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

9/24/14

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

EMPLID	Name	A/L/T	Job Code	Location
100500	Hoffman,Jerry S	A	Equity Partner	Albany
101253	Marangas,Theresa B	A	Equity Partner	Albany
101322	Marrello,Lisa M	A	Equity Partner	Albany
103270	NeJame,Samir	A	Equity Partner	Albany
101385	Russo,Theresa M	A	Equity Partner	Albany
100693	Shapiro,Kenneth L	A	Equity Partner	Albany
100436	Shenker,Cynthia D	A	Equity Partner	Albany
101124	Russell,Angela Williams	A	Equity Partner	Baltimore
100229	Bogaert,William T	A	Equity Partner	Boston
100168	Rockas,George C	A	Equity Partner	Boston
102125	Heller,Bennett R	A	Equity Partner	Chicago
101578	Holmes,David M	A	Equity Partner	Chicago
102422	McMahon,Daniel J	A	Equity Partner	Chicago
102186	Murray Jr,Thomas F	A	Equity Partner	Chicago
102192	Rothmann,Rebecca M	A	Equity Partner	Chicago
102100	Schlom,Curt J	A	Equity Partner	Chicago
100590	Thurston,James K	A	Equity Partner	Chicago
103840	Tone,Michael P	A	Equity Partner	Chicago
103248	Vittori,Michael L	A	Equity Partner	Chicago
102756	Cameron,Lee L	A	Equity Partner	Dallas
102275	Collins,J. Price	A	Equity Partner	Dallas
103107	Henderson,John R	A	Equity Partner	Dallas
101998	Horres Jr.,E. Stratton	A	Equity Partner	Dallas
103106	Levine,Tori S	A	Equity Partner	Dallas
102343	Noah Jr.,R Douglas	A	Equity Partner	Dallas
104238	Stimmel,Linda M	A	Equity Partner	Dallas
104524	Bermudez,Joseph F	A	Equity Partner	Denver
104892	Frost,Sharla J	A	Equity Partner	Houston
102664	Cushing,Kym S	A	Equity Partner	Las Vegas
103804	Edwards,Michael M	A	Equity Partner	Las Vegas
103815	Thome,Sheri M	A	Equity Partner	Las Vegas
103160	Corless,Thomas C	A	Equity Partner	Los Angeles
102554	Deniston,Martin K	A	Equity Partner	Los Angeles
101648	Dougherty,Eugene P	A	Equity Partner	Los Angeles
104149	Eisen,David S	A	Equity Partner	Los Angeles
102203	Joffe,Steven J	A	Equity Partner	Los Angeles
102567	Kunowski,Herbert P	A	Equity Partner	Los Angeles
102616	Parminter,Steven R	A	Equity Partner	Los Angeles
102617	Pisano,George A	A	Equity Partner	Los Angeles
105099	Rocco,Dean A	A	Equity Partner	Los Angeles
101380	Stankowski,James A	A	Equity Partner	Los Angeles
100694	Gandy,William G	A	Equity Partner	McLean
102209	Strasius,Anthony P	A	Equity Partner	Miami
105334	Eads,John T	A	Equity Partner	Michigan
104877	Katt,William J	A	Equity Partner	Milwaukee
104881	Leibowitz,Samuel J	A	Equity Partner	Milwaukee

Human Resources
09/03/2014

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases."

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on August 26, 2014 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing County defendants in the litigations known as the Sewer Service Charge Cases ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Thousand Dollars ($100,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$255.00
(ii) Of Counsel:	$255.00
(iii) Associate:	$205.00
(iv) Paralegal/Law Clerk	$90.00

WILSELSE

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 08/14/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Chicago Commercial Lines
HUB International Midwest Limited
55 East Jackson Boulevard
Chicago, IL 60604

PHONE (A/C, No, Ext): 312 922-5000

FAX (A/C, No):
E-MAIL ADDRESS: karen.boyenne@hubinternational.com

CODE:
SUB CODE:

AGENCY CUSTOMER ID #: 130577

COMPANY
Hartford Insurance Group
2 North LaSalle Street
26th Floor
Chicago, IL 60602

INSURED
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
1133 Westchester Avenue
White Plains, NY 10604

LOAN NUMBER

POLICY NUMBER: 83UUNAU6723

EFFECTIVE DATE: 08/15/14
EXPIRATION DATE: 08/15/15
☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Coverage: Business Personal Property Cause of Loss: Special (Including Theft) Valuation: Replacement Cost	85,703,899	$10,000
Coverage: Business Income (Value) Cause of Loss: Special (Including Theft)	34,026,526	

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

☐ MORTGAGEE
☐ LOSS PAYEE
☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
Michael J. Ahlert

© 1993-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
KB02

Client#: 130577 WILSELSE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2014

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
Chicago Commercial Lines
HUB International Midwest Limited
55 East Jackson Boulevard
Chicago, IL 60604

CONTACT NAME: karen boyenne
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: karen.boyenne@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Group	29424
INSURER B: National Union Fire Insurance	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
1133 Westchester Avenue
White Plains, NY 10604

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			[redacted]	08/15/2014	08/15/2015	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 X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			[redacted]	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			[redacted]	08/15/2014	08/15/2015	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	[redacted]	08/15/2014	08/15/2015	WC STATU-TORY LIMITS / OTH-ER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as Additional Insured as respects General Liability regarding work performed by or on behalf of the named insured for Nassau County and under Commercial General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

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

Michael F. Ahlert

© 1988-2010 ACORD CORPORATION. All rights reserved.

WILSO-1001 NYNY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2014

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
Herbert L. Jamison & Co., LLC (973) 731-0806
20 Commerce Drive, Second Floor
Cranford, NJ 07016

CONTACT NAME: Patricia Roberto
PHONE (A/C, No, Ext): (212) 806-3456 FAX (A/C, No): (212) 248-6895
E-MAIL ADDRESS: proberto@jamisongroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
150 East 42nd Street
New York, NY 10017-5639

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	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						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
A	Lawyers Professional Liability			[redacted]	6/20/2014	6/20/2015	E.L. DISEASE - POLICY LIMIT	$
							Greater Than	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Attorneys at Law

CERTIFICATE HOLDER

Nassau County, a Municipal Corporation
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

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

	Independence Square West The Curtis Center, Suite 1130 East Philadelphia, PA 19106 Directions	p. 215.627.6900 f. 215.627.2665
San Diego	655 West Broadway Suite 900 San Diego, CA 92101 Directions	p. 619.321.6200 f. 619.321.6201
San Francisco	525 Market Street 17th Floor San Francisco, CA 94105 Directions	p. 415.433.0990 f. 415.434.1370
Stamford	1010 Washington Boulevard Stamford, CT 06901 Directions	p. 203.388.9100 f. 203.388.9101
Virginia	8444 Westpark Drive Suite 510 McLean, VA 22102 Directions	p. 703.245.9300 f. 703.245.9301
Washington, DC	700 11th Street, NW Suite 400 Washington, DC 20001 Directions	p. 202.626.7660 f. 202.628.3606
West Palm Beach	222 Lakeview Avenue Suite 800 West Palm Beach, FL 33401 Directions	p. 561.515.4000 f. 561.515.4001
White Plains	1133 Westchester Avenue White Plains, NY 10604 Directions	p. 914.323.7000 f. 914.323.7001

Wilson Elser

A full-service law firm with nearly 600 attorneys, representing more than 50 service areas in 26 offices throughout the United States, we provide sound and uncompromising legal counsel to a large, loyal and expanding base of clients.

© 2014 Wilson Elser

Houston	909 Fannin Street Suite 3300 Houston, TX 77010 Directions	p. 713.353.2000 f. 713.785.7780
Kentucky	100 Mallard Creek Road Suite 250 Louisville, KY 40207 Directions	p. 502.238.8500 f. 502.238.7995
Las Vegas	300 South 4th Street 11th Floor Las Vegas, NV 89101 Directions	p. 702.727.1400 f. 702.727.1401
London	65 Fenchurch Street London, EC3M 4BE United Kingdom Directions	p. +44.20.7553.8383 f. +44.20.7553.8399
Los Angeles	555 S. Flower Street Suite 2900 Los Angeles, CA 90071 Directions	p. 213.443.5100 f. 213.443.5101
Miami	100 Southeast Second Street Suite 3800 Miami, FL 33131 Directions	p. 305.374.4400 f. 305.579.0261
Michigan	39555 Orchard Hill Place Suite 600 Novi, MI 48375 Directions	p. 313.327.3100 f. 248.351.2685
Milwaukee	740 North Plankinton Avenue Suite 600 Milwaukee, WI 53203 Directions	p. 414.276.8816 f. 414.276.8819
New Jersey	200 Campus Drive Florham Park, NJ 07932 Directions	p. 973.624.0800 f. 973.624.0808
New York	150 East 42nd Street New York, NY 10017 Directions	p. 212.490.3000 f. 212.490.3038
Orlando	111 North Orange Avenue Suite 1200 Orlando, FL 32801 Directions	p. 407.203.7599 f. 407.648.1376
Philadelphia		

OFFICES

Albany	677 Broadway Albany, NY 12207 Directions	p. 518.449.8893 f. 518.449.8927
Baltimore	500 East Pratt Street Suite 600 Baltimore, MD 21202 Directions	p. 410.539.1800 f. 410.962.8758
Boston	260 Franklin Street 14th Floor Boston, MA 02110 Directions	p. 617.422.5300 f. 617.423.6917
Chicago	55 West Monroe Street Suite 3800 Chicago, IL 60603 Directions	p. 312.704.0550 f. 312.704.1522
Dallas	Bank of America Plaza 901 Main Street, Suite 4800 Dallas, TX 75202 Directions	p. 214.698.8000 f. 214.698.1101
Denver	1225 17th Street 27th Floor Denver, CO 80202 Directions	p. 303.572.5300 f. 303.572.5301
Garden City	666 Old Country Road Suite 510 Garden City, NY 11530 Directions	p. 516.228.8900 f. 516.228.0200
Hartford	100 Pearl Street 14th Floor Hartford, CT 06103 Directions	p. 860.249.7129

EMPLID	Name	A/L/T	Job Code	Location
103948	Spolzino,Robert A	A	Equity Partner	White Plains
100753	Tillem,David L	A	Equity Partner	White Plains
102187	Tobin,Thomas W	A	Equity Partner	White Plains
100534	Tumbarello,Phillip	A	Equity Partner	White Plains
100854	Vignali,Rosario M	A	Equity Partner	White Plains

EMPLID	Name	A/L/T	Job Code	Location
105075	Bogutz,Marc L	A	Equity Partner	Philadelphia
101939	Cawley,Michael J	A	Equity Partner	Philadelphia
101977	Dryer,Jonathan	A	Equity Partner	Philadelphia
101834	Isaacsohn,Louis J	A	Equity Partner	Philadelphia
101550	Kavanagh,Kevin T	A	Equity Partner	Philadelphia
101597	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia
102438	Bushner,Ronald S	A	Equity Partner	San Francisco
103778	Dopson,Genese K	A	Equity Partner	San Francisco
101398	Garson,Edward P	A	Equity Partner	San Francisco
105290	Hake,William M	A	Equity Partner	San Francisco
102525	Publicover,Adrienne C	A	Equity Partner	San Francisco
102476	Robinson,Ralph	A	Equity Partner	San Francisco
100737	Brown,Stephen P	A	Equity Partner	Stamford
100654	Del Gatto,Brian T	A	Equity Partner	Stamford
101915	Goodson,Robert W	A	Equity Partner	Washington DC
100817	Krause,Paul D	A	Equity Partner	Washington DC
104058	Sandza,Elizabeth B	A	Equity Partner	Washington DC
104435	Janis,Rodney J	A	Equity Partner	West Palm Beach
100931	Baiocco,Joseph C	A	Equity Partner	White Plains
101126	Beron,Helmut	A	Equity Partner	White Plains
101210	Boulhosa,Michael L	A	Equity Partner	White Plains
100603	Brett,Harry P	A	Equity Partner	White Plains
100589	Derrico,Donald G	A	Equity Partner	White Plains
100851	Despotakis,Constantine A	A	Equity Partner	White Plains
104009	Ellick,Ross J	A	Equity Partner	White Plains
101519	Feinberg,Glen S	A	Equity Partner	White Plains
101363	Flannery,John M	A	Equity Partner	White Plains
101296	Friedberg,Alan	A	Equity Partner	White Plains
101358	Gambardella,Thomas	A	Equity Partner	White Plains
100542	Geraghty,Patrick D	A	Equity Partner	White Plains
101092	Jordan,Laura B	A	Equity Partner	White Plains
101185	Larkin,Peter J	A	Equity Partner	White Plains
101059	Ledwin,Mark G	A	Equity Partner	White Plains
101520	Manchisi,Francis P	A	Equity Partner	White Plains
101918	Manisero,Thomas R	A	Equity Partner	White Plains
100679	Marcellino,Stephen	A	Equity Partner	White Plains
100658	Mermelstein,Richard	A	Equity Partner	White Plains
101215	Miller,Stuart A	A	Equity Partner	White Plains
100852	Morio,John D	A	Equity Partner	White Plains
100272	O'Brien,H Michael	A	Equity Partner	White Plains
101226	O'Brien,James F	A	Equity Partner	White Plains
100297	Quaranta,Philip	A	Equity Partner	White Plains
101020	Rabinowitz,Wayne I	A	Equity Partner	White Plains
101158	Roarke,Robert F	A	Equity Partner	White Plains
100300	Ross,Mathew P	A	Equity Partner	White Plains
101452	Sauter,Eric J.	A	Equity Partner	White Plains

Human Resources
09/03/2014

EMPLID	Name	A/L/T	Job Code	Location
104059	Billek,Maxwell L	A	Equity Partner	New Jersey
103323	Brown,Kenneth M	A	Equity Partner	New Jersey
103991	Flores,Daniel F	A	Equity Partner	New Jersey
104659	Gottilla,Roger R	A	Equity Partner	New Jersey
101753	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey
101619	Krauss,Kurt W	A	Equity Partner	New Jersey
103297	Lesko,Robert P	A	Equity Partner	New Jersey
101649	O'Connor,Carolyn F	A	Equity Partner	New Jersey
101782	Quinn,Thomas F	A	Equity Partner	New Jersey
101644	Riina,William J	A	Equity Partner	New Jersey
104657	Turner,Michael P	A	Equity Partner	New Jersey
100455	Bialek,Adam R	A	Equity Partner	New York
101194	Bottari,Paul J	A	Equity Partner	New York
101029	Boule,Eugene T	A	Equity Partner	New York
100296	Caiazzo,Nicholas R	A	Equity Partner	New York
102717	Contino,Victoria M	A	Equity Partner	New York
100501	Dimarco,Erik C	A	Equity Partner	New York
100897	Endick,Marshal	A	Equity Partner	New York
100511	Evans,Julie Robin	A	Equity Partner	New York
100754	Fuerth,Glenn J	A	Equity Partner	New York
101254	Gardner,Gary A	A	Equity Partner	New York
100751	Gregory,Robin N	A	Equity Partner	New York
100271	Hirsch,Irving B	A	Equity Partner	New York
100421	Kent,Steven S	A	Equity Partner	New York
101055	Klein,Richard S	A	Equity Partner	New York
100788	Leghorn,Thomas	A	Equity Partner	New York
101404	Lum,Larry H	A	Equity Partner	New York
101272	Malfa,Frances	A	Equity Partner	New York
101007	Ottombrino,Lois K	A	Equity Partner	New York
101846	Pariser,Robert J	A	Equity Partner	New York
100656	Pernicone,Carl J	A	Equity Partner	New York
101284	Roer,Ricki Ellen	A	Equity Partner	New York
100351	Rosen,Adam B	A	Equity Partner	New York
100708	Rubenstein,Richard H	A	Equity Partner	New York
100471	Schaffer,Scott R	A	Equity Partner	New York
101451	Sheiffer,David S.	A	Equity Partner	New York
101088	Stevens,Michael N	A	Equity Partner	New York
100435	Stopnik,Scott H	A	Equity Partner	New York
103242	Tompkins III,George N	A	Equity Partner	New York
102464	Turner,Ryan M	A	Equity Partner	New York
102079	Weber,Robert M	A	Equity Partner	New York
101214	Wilson Jr,Thomas W	A	Equity Partner	New York
104308	Zibas,Jura C	A	Equity Partner	New York
102777	Freeman,Nicholas D	A	Equity Partner	Orlando
101879	McDonough,Sean M	A	Equity Partner	Orlando
103632	Bachrach,Joshua	A	Equity Partner	Philadelphia

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Fifty Thousand Dollars ($50,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) 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").

(d) 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.

(e) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(f) 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.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices

and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request,

completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by

Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

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

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

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Two Hundred Sixty-six Dollars ($266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: ROBERT A. SPOLZINO

Title: PARTNER

Date: 9/15/14

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: 9/22/14

NASSAU COUNTY

By: _____

Name: Richard R Walker
Title: County Executive
☐ Deputy County Executive

Date: 11/22/15

PLEASE EXECUTE IN BLUE INK

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

On the 16th day of September in the year 2014 before me personally came ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson, Elser; 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~~ Partnership. Partnership

NOTARY PUBLIC

JACQUELINE TAVAREZ
NOTARY PUBLIC, State of New York
No. 01TA6210529
Qualified in Putnam County
Commission Expires August 24, 2017

Jacqueline Tavarez

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

On the ~~16th~~ 22 day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

Diana Catapano

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

On the 22 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   DANIEL J. McMAHON (Name)

   55 WEST MONROE STREET, SUITE 3800, CHICAGO IL 60603 (Address)

   312-704-0550 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/9/14
Dated

Signature of Chief Executive Officer

DANIEL J. McMAHON
Name of Chief Executive Officer

Sworn to before me this 9th

_____ day of September, 2014

Elizabeth Ramsey
Notary Public

Elizabeth Ramsey
Notary Public, State of New York
No. 01RA6131164
Qualified in Dutchess County
Commission Expires Aug. 1, 2017

E-14-16

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHED

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

SEE ATTACHED

G-1-4-1-A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: DECEMBER 10, 2015

Signed:

Print Name: ROBERT A. SPOLZINO

Title: PARTNER

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

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
100500	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100465	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101322	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100693	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101124	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
100229	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
100168	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
105593	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102125	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
101578	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102422	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102186	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102192	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
105586	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102100	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
100590	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103840	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103248	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102756	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102275	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103107	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
101998	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103106	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
100102	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102343	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
105123	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104238	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104524	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
105926	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
102664	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103815	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103160	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102554	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101648	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104149	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102203	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102567	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102616	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102617	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104154	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
105099	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101380	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
100694	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
103102	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
102209	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
105334	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
104877	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104881	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104059	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
103323	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103991	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104659	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101753	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101619	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103297	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101649	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101782	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101644	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104657	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
100455	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101194	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101029	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100296	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100977	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100501	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100897	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100754	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100751	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100271	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101477	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100421	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100788	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101404	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101272	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101007	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101846	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101284	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100351	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100708	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100471	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101451	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101088	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100435	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
103242	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101470	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102464	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102079	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101214	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
104308	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102777	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
101879	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
103632	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
105075	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101939	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101698	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101977	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101550	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101597	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
102438	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
103778	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
101398	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
105290	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
102525	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
100931	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100737	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100654	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
101915	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104058	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
102726	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104435	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
101126	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101210	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100603	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100589	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100851	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
104009	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101519	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101363	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101296	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101358	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100542	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101092	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101185	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101059	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101520	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101918	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100679	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101465	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100658	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101215	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100852	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100272	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101226	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100656	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100297	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101020	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101158	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100300	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101452	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
103948	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100753	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
102187	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100534	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100854	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT16000002)

2. Dollar amount requiring NIFA approval: $ 200,000.00

Amount to be encumbered: $ 160,000.00

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: 08/26/2014-Completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment to an existing outside counsel contract to represent County defendants in litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et. al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to these cases. The amendment increases the maximum amount.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

-CQAT14000023 encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT14000024, encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT15000004, encumbered $100,000.00 on 04/30/2015, max amount $100,000.00; -CQAT15000022, $75,000.00 to be encumbered, max amount $150,000.00, currently in approval process.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 12/29/15

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQPD10000006

Department: POLICE R15

E-15-16

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD15000020 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Bill's Towing Service Inc.	Vendor ID# 112229579
Address 13 Midland Avenue Hicksville, New York 11801	Contact Person Bruce Goldblatt EMAIL: billstowing01@aol.com
	Phone (516) 822-6239

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☐ 9/21/15		Yes ☒ No ☐ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/2/15	County Attorney	*CA Approval as to form*	☑ 10/6		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 10/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/11/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:12

PR5254 (1/06)

Contract ID#: CQPD10000006 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 18 – $11,239.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	**1143**
Object: DE	**500**
Transaction:	**107**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$ 5,000**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	10/1/15	$
5		$
6		$
	TOTAL	**$ 5,000**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date** 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

E-15-16

RULES RESOLUTION NO. 15 – 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 POLICE DEPARTMENT AND BILL'S TOWING SERVICE INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Bill's Towing Service Inc. for towing and impound related 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 amendment to an agreement with Bill's Towing Service 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: Bills Towing Service

CONTRACTOR ADDRESS: 13 Midland Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 11-2229579

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000006,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Bill's Towing Service, Inc., having its principal office at 13 Midland Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000006** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

BILL'S TOWING SERVICE, INC.

By: Bruce Goldblatt
Name: BRUCE GOLDBLATT
Title: PRESIDENT
Date: 8/24/2015

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 24 day of August in the year 2015 before me personally came [illegible] 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 Bills Dump Trucking, 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

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6017195D
Qualified in Nassau County
My Commission Expires 07/30/20 19

[redacted]

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

On the ____ day of _____ in the y[redacted] 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 Cou[redacted]ernment Law of Nassau County.

_____
NOTARY PUBLIC

[redacted]

BRGENTE-01 GYIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2015

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
YouZoom Insurance Services, Inc
6900 College Blvd
Ste 1000
Overland Park, KS 66211

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 240-8803 FAX (A/C, No): (877) 235-3393
E-MAIL ADDRESS: youzoom.servicecenter@arrowheadgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Universal Underwriters Insurance Company	41181
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRG Enterprises Inc
BILL'S TOWING SERVICE, INC
13 Midland Ave
Hicksville, NY 11801

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		[redacted]	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X		[redacted]	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$
								$
	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					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garage Liability	X		[redacted]	06/01/2015	06/01/2016	Each Acc	1,000,000
A	Cust Auto-Dir Prim			[redacted]	06/01/2015	06/01/2016	Limit**	850,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Customer Auto Includes On-Hook Coverage.
Endorsement 0389 Applies: Customer Auto Legal Liability for Natural Disasters.

Endorsement 0532 Applies: Certificate Holder is named as an Additional Insured - Garage Operations.
Endorsement 0533 Applies: Certificate Holder is named as an Additional Insured - Auto and/or Towing.
BRG ENTERPRISES INC / BILLS TOWING SERVICE, INC's Unicover Policy carries liability limits of $1,000,000 underlying along with a $2M Commercial Umbrella for a total liability limit of $3M per occurrence.

CERTIFICATE HOLDER

COUNTY OF NASSAU
1490 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
YouZoom Insurance Services, Inc.

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Nassau County **Police Department**

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

Bill's Towing Service, Inc.
13 Midland Avenue
Hicksville, New York 11801
Attention: Bruce Goldblatt

Re: County of Nassau and Bill's Towing Service, Inc.

Dear Mr. Goldblatt:

I have enclosed the Amendment between the County of Nassau and Bill's Towing Service, Inc., for towing services and storage facilities for the period of ***September 1, 2015 through January 1, 2016***.

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **MONDAY AUGUST 31, 2015** along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $11,239.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

E-15-16

COUNTY OF NASSAU

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

1. Name of the Entity: Bills Towing Service Inc

Address: 13 Midland Avenue

City, State and Zip Code: Hicksville New York 11801

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):

Bruce Goldblatt [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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, [redacted] 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.**

(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: 6/17/2015

Signed: Bruce Goldblatt Pres

Print Name: BRUCE GOLDBLATT

Title: PRESIDENT

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

Contract ID#: CQPD10000006 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 06 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Bill's Towing Service Inc.	Vendor ID# 112229579
Address 13 Midland Avenue Hicksville, New York 11801	Contact Person Bruce Goldblatt EMAIL: billstowing01@aol.com
	Phone (516) 822-6239

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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*	☑ ☐		
	OMB	*NIFS Approval (Contractor Registered)*	☑		Yes☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑		Yes☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000006 Department: POLICE

Contract Summary CLPD15000006

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 18 – $11,239.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3	7/13/15	$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

CLPD15000006

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 JG	Name	Date 7/17/15
Date 8/6/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Bills Towing Service

CONTRACTOR ADDRESS: 13 Midland Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 11-2229579

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

#3

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [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, **CQPD10-000006**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 28, 15

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Bill's Towing Service, Inc., having its principal office at 13 Midland Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000006** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

BILL'S TOWING SERVICE, INC.

By: [signature]
Name: BRUCE GOWBATT
Title: PRESIDENT
Date: 5.7.2015

NASSAU COUNTY

By: [signature]
Name: Charles Richard
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 7 day of May in the year 2015 before me personally came Bruce Goldman 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 Bill's Wonderland, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

K. Lawrence Krumenacker
Notary Public, State of New York
No. [illegible]
Qualified in Nassau County
My Commission Expires 07/30/20 19

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

On the 7th day of August in the year 2015 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

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. [illegible]
Qualified in Nassau County
Commission Expires April [illegible]

bills towing service, inc.

13 MIDLAND AVENUE
HICKSVILLE, NEW YORK 11801
516 / 822-6239

THIS LETTER IS TO CERTIFY THAT I BRUCE GOLDBLATT OWN ONE HUNDREAD PERCENT OF THE STOCK IN BILLS TOWING SERVICE INC.

THANK YOU

Bruce Goldblatt president

BRUCE GOLDBLATT

[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: Bills Towing Service Inc

Address: 13 Midland Avenue

City, State and Zip Code: Hicksville New York 11801

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):

Bruce Goldblatt [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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: 6/17/2015

Signed: Bruce Goodblatt pres

Print Name BRUCE GOODBLATT

Title: PRESIDENT

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

Contract ID#: CQPD1000006 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1[illegible]0000 12 NIFS Entry Date 8/28/14 Term: FROM: 5-1-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name Bill's Towing Service Inc.	Vendor ID# 112229579	Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 13 Midland Avenue Hicksville, New York 11801	Contact Person Bruce Goldblatt EMAIL: billstowing01@aol.com	Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
	Phone (516) 822-6239	Phone 516-573-7168

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*	☒		
	OMB	*NIFS Approval (Contractor Registered)*	☑		Yes☐ No☑ Not required if blanket resolution
10/9/14	County Attorney	*CA RE & Insurance Verification*	☑ 10/10/14		
	County Attorney	*CA Approval as to form*	☑ 10/16/14		Yes☐ No☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑		10/21/14
	County Executive	*Notarization Filed with Clerk of the Leg*	☐		

PR5254 (1/96)

Contract ID#: COPD10000006 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 18 – $11,239.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

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 11/6/14
Date 11/5/13	Date 11/13/14	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Bills Towing Service

CONTRACTOR ADDRESS: 13 Midland Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 11-2229579

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000006, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

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

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Bill's Towing Service, Inc., having its principal office at 13 Midland Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000006** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

BILL'S TOWING SERVICE, INC.

By: Bruce Goldfarb
Name: BRUCE GOLDFARB
Title: PRESIDENT
Date: 4/30/2014

NASSAU COUNTY

By:
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of April in the year 2014 before me personally came BRUCE GOLDBLATT 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 BILLSTOW, INC Service Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

ELIZABETH G. BALTAZAR
Notary Public - The State of New York
No. 01BA6300575
Qualified in Nassau County
My Commission Expires April 07, 2018

NOTARY PUBLIC

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

On the 6 day of November in the year 2014 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

bills towing service, inc.

13 MIDLAND AVENUE
HICKSVILLE, NEW YORK 11801
516 / 822-6239

BRUCE GOLDBLATT OF [redacted]

IS THE ONLY SHARE HOLDER IN BILLS TOWING SERVICE INC.

I HOLD 100 PERCENT OF THE STOCK.

THANK YOU

Bruce Goldblatt Pres

BRUCE GOLDBLATT PRES.

Contract ID#: CQPD10000006 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD130000 64 NIFS Entry Date 4/22/13 Term: FROM: 3-1-13 TO: 4-30-14

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 Bill's Towing Service	Vendor ID# 112229579
Address 13 Midland Avenue Hicksville, New York 11801	Contact Person Bruce Goldblatt EMAIL: billstowing01@aol.com
	Phone (516) 822-6239

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

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	☐ 4-24-13		
	OMB	NIFS Approval (Contractor Registered)	☑ 4/26/13		Yes ☐ No ☐ Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	☐ 4/30/13		
	County Attorney	CA Approval as to form	☒ 5/2/13		Yes ☐ No ☒
	Legislative Affairs	Fw'd Original Contract to CA	☐		
	County Attorney	NIFS Approval	☒ 5/6/13		
	Comptroller	NIFS Approval	☐ 5/20/13	CCL 5/21/13	
	County Executive	Notarization Filed with Clerk of the Leg.	☐ 6/5/13		

13 JUN 12 AM 9:39

PR5254 (1/06)

Contract ID#: CQPD10000006 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 18 – $11,239.00 per annum
Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	J. Amato 4/30/13	$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant

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 Steven L. Schroeder	Date 6/5/13
Date 5/30/2013	Date 5/29/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Bill's Towing Service

CONTRACTOR ADDRESS: 13 Midland Avenue, Hicksville, NY 11801

FEDERAL TAX ID #: 112229579

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000006, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ **Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ **Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-13
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Bill's Towing Service, Inc., having its principal office at 13 Midland Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD10000006 01 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which 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 for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 14 month period from March 1, 2013 through April 30, 2014; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All 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.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

BILL'S TOWING SERVICE, INC.

By: Bruce Goodman
Name: BRUCE GOODMAN
Title: PRESIDENT
Date: 3/7/2013

NASSAU COUNTY

By:
Name: Richard R. Walker
Title: Deputy County Executive
Date: 2/5/13

PLEASE EXECUTE IN BLUE INK

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

On the 7 day of MARCH in the year 2013 before me personally came BRUCE GOLDSMITH 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 BILSTOWINGSEMA INC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Bruce Goldsmith

K. Lawrence Krummenacker

NOTARY PUBLIC

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6171060
Qualified in Nassau County
My Commission Expires 07/30/2015

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

On the 5 day of June 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 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6253026
Qualified in Nassau County
Commission Expires April 02, 2016

t ID#: COPD10-000006

Department: POLICE

E-124-10

Contract Details

SERVICE TOWING & IMPOUND

NIFS ID #: COPD10000006 NIFS Entry Date: 4/15/10 term: from 03/01/10 to 2/28/13

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 Bill's Towing Service, Inc.	Vendor ID# 112229579
Address 13 Midland Avenue Hicksville, NY 11801	Contact Person Bruce Goldblatt Phone 516-822-6239

County Department
Department Contact ~~Kim Kramer~~ Tatum Fox
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☑ NIFS Appvl (Dept. Head) ☐ Contractor Registered			
	OMB	NIFS Approval (Contractor Registered) ☑	5/11/10		Yes ☐ No ☑ Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification ☑	5/12/10		
	County Attorney	CA Approval as to form ☐	8/16/10		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	8/24/10	Gregory A. May	
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☑	10/13/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	10/25/10		

PR 5254 (1/06)

Contract ID#: CQPD10-000006 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Open bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 18 - $11,239 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDH10
esp:	1143
ject: DE	500
nsaction:	103

RENEWAL	
ncrease	
crease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 5/12/10

Document Prepared By: Kim Kramer and Jane Svenelid Date: 4/15/10

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	Date 10/25/10
Date 11/22/10	Date 10/12/10	(For Office Use Only) E #:

PR5254 (1/06)

E-124-10

RULES RESOLUTION NO. 162-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND BILL'S TOWING SERVICE, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-13-10
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Bill's Towing Service, Inc. for services in connection with County impound and towing, 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 Bill's Towing Service, Inc.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND BILL'S TOWING SERVICE, INC.

WHEREAS, the County has negotiated a personal services agreement with Bill's Towing Service, Inc. for services in connection with County impound and towing, 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 Bill's Towing Service, Inc.

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 04/15/2010
LINK TO: DOCUMENT HEADER 1:08 PM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD10000006	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: 112229579 01	APPROVAL TYPE	: 01
VENDOR NAME	: BILLS TOWING SERVICE		
VENDOR ADDRESS	: 13 MIDLAND AVE		
	HICKSVILLE	NY 11801	
COUNTRY	: USA		
ALPHA VENDOR	: BILLS TOWING SERVICE		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

P+B
4-16-10

DOCUMENT : CQPD10000006 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOW AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
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

ATTACHED TO : DOCUMENT NUMBER : CQPD10000006
PAGE : 01 OF 01

BILL'S TOWING
TOW AND STORAGE CONTRACT
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

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: Bill's Towing Service, Inc.

CONTRACTOR ADDRESS: 13 Midland Avenue, Hicksville, NY 11801

FEDERAL TAX ID #: 112229579

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 HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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

bills towing service, inc.

13 MIDLAND AVENUE
HICKSVILLE, NEW YORK 11801
516 / 822-6239

BRUCE GOLDBLATT OF [redacted]

IS THE ONLY SHARE HOLDER IN BILLS TOWING SERVICE INC.

I HOLD 100 PERCENT OF THE STOCK.

THANK YOU

Bruce Goldblatt Pres

BRUCE GOLDBLATT PRES.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) BILL'S TOWING SERVICE, INC., a corporation formed pursuant to the laws of the State of New York, having its principal office at 13 Midland Avenue, Hicksville, New York 11801 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, 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, 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. (a) Term. This Agreement shall commence on March 1, 2010 and terminate on February 28, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement. COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone numbered 18 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his

continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day
C. AFTER THIRTY (30) DAYS	$25.00 per day
4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain

release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access

to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted
annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 18 - $ 11,239.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $936.58 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for

a monthly payment amount of $936.58 outstanding and not paid until the fifteenth day of the month would be figured as follows: $936.58 x 0.20 = $187.31/ 365 = $.51 x 15 = $7.76). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $11,239.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) 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 the 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 POLICE 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, and disclosure of information, in connection with its performance under this Agreement. As used in

this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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'S 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'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION

and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE 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.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability

to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (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 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.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the

vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this

Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau 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.

K. Lawrence Krummacker
Notary Public, State of New York
No. 01KR6171950
Qualified in Nassau County
My Commission Expires 07/30/20 11

BILL'S TOWING SERVICE, INC.
By: Bruce Goldblatt
Name: BRUCE GOLDBLATT
Title: PRESIDENT
Date: 4/14/2010

NASSAU COUNTY
By: E Mangano
Name: Edward P. Mangano
Title: [redacted] County Executive
Date: 10/25/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2010 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 3 day of November in the year 2010 before me personally came Rae Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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.

Doreen R. Pennica

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20 11

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14 day of APRIL in the year 2010 before me personally came BRUCE GOLDBLATT to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 BILLSTOWING SERVICE INC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6171960
Qualified in Nassau County
My Commission Expires 07/30/20 11

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14 day of APRIL in the year 2010 before me personally came BRUCE GOLDBLATT to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6171960
Qualified in Nassau County
My Commission Expires 07/30/20 11

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to

receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal

property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was

left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the

proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.
2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU**	BID NUMBER 9899-05269-038 Dated: 05/14/09
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING 240 OLD COUNTRY ROAD MINEOLA, NEW YORK 11501	BID OPENING DATE 05/26/09 11:00 A.M. E.D.S.T.
	BUYER GERALD KRAUS TELEPHONE (516) 571-3936	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	Bills Towing Service Inc				
ADDRESS	13 Midland Avenue				
CITY	Hicksville	STATE	NY	ZIP CODE 11801	TELEPHONE 516-822-6239
Bruce Goldblatt pres				BRUCE G. GOLDBLATT	
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.

DISCLOSURE STATEMENT

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

Bidders Name: Billstowing Service Inc

Address: 13 Midland Avenue Hicksville N.Y. 11801

Telephone No: 516 822 6239 Fax No: 516 822 0551

1. State Whether: A Corporation A Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER

President — TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

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: Syosset Ford
ADDRESS: 240 Jericho Turnpike Syosset NY
TELEPHONE: 516 496 9700 CONTACT PERSON Steven Weiss
CONTRACT DATE:

2. REFERENCE'S NAME: Sarant Cadillac
ADDRESS: 4339 Hempstead Turnpike Farmingdale NY
TELEPHONE: 516 293-3370 CONTACT PERSON Mark Zanetti
CONTRACT DATE:

3. REFERENCE'S NAME: Sal's Broadway Auto Body
ADDRESS: 477 So Broadway Hicksville NY 11801
TELEPHONE: 516 1050 8968 CONTACT PERSON Joseph Grello
CONTRACT DATE:

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 Bruce Goldblatt — BIDDER
PRESIDENT — TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law; the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

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.

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

BIDDER SIGN HERE [signature] BIDDER [signature] TITLE

DEFAULT: 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 of Nassau 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 of Nassau will arrange for the work to b 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.

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.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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

BIDDER SIGN HERE [signature] PRESIDENT
BIDDER TITLE

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER

President — TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles; have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER President — TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, 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 the default of the vendor.

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER President — TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER PRESIDENT — TITLE

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

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

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE Bruce Goldblatt — BIDDER President — TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 6751 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ — ANNUALLY

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

BIDDER SIGN HERE Bruce Goddard — BIDDER President — TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ 21780 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $_____ ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 20,121 ANNUALLY

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

BIDDER SIGN HERE Bruce J. Gillett — BIDDER

President — TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Barretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $_____ ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $_____ ANNUALLY

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

BIDDER SIGN HERE Bruce A. Gilbert — BIDDER — President — TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ — ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ — ANNUALLY

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

BIDDER SIGN HERE [signature] BIDDER [signature] TITLE

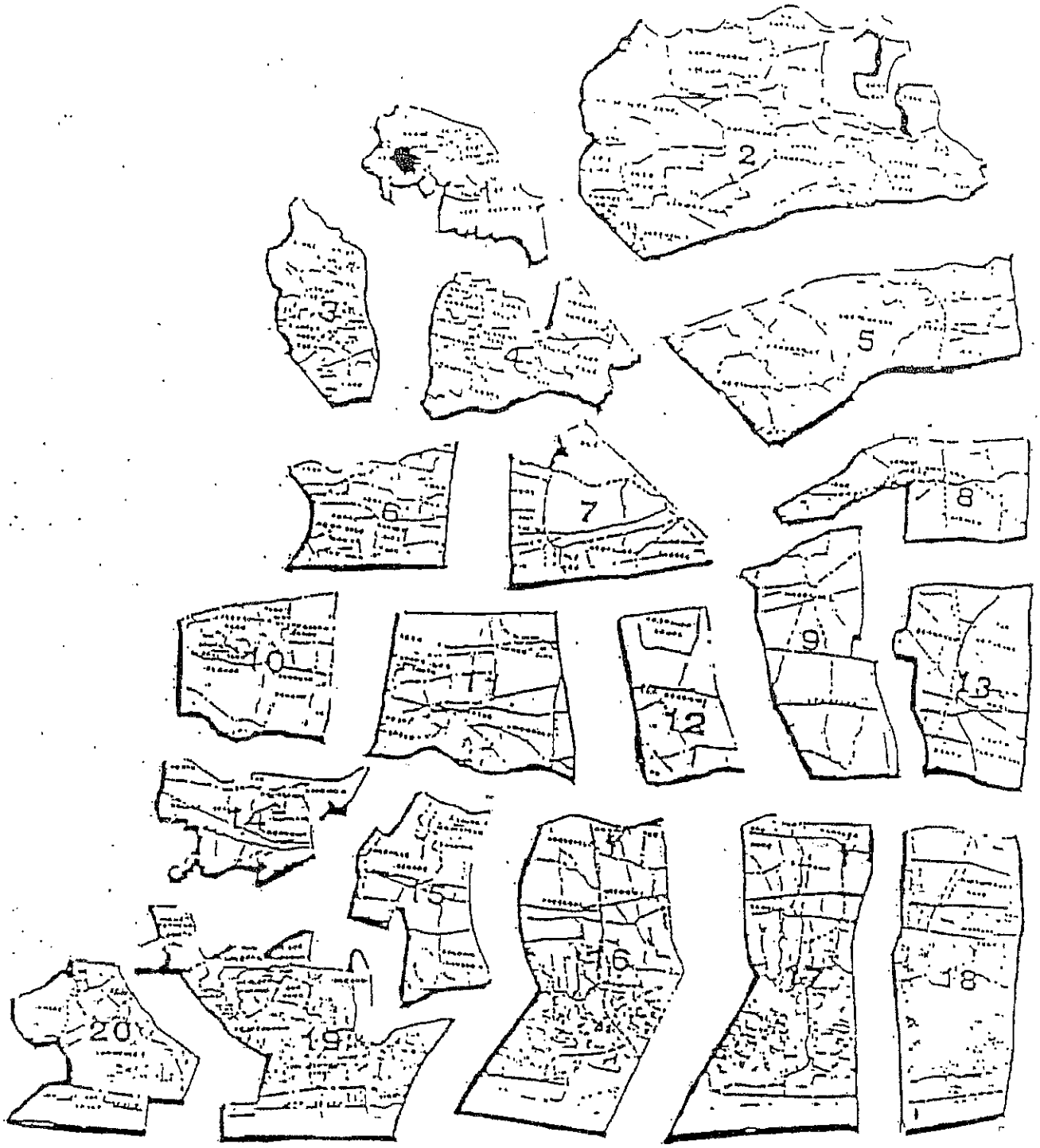
2008

Zone	Total Impounds	
1	5	
2	41	
3	46	86
4	347	
5	45	
6	174	
7	238	DOWN 153
8	423	+127
9	423	up 105
10	473	
11	528	up 102
12	413	DOWN -206
13	256	DOWN -41
14	201	
15	63	
16	291	
17	344	+264
18	92	DOWN 4
19	188	
20	146	

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

BIDDER SIGN HERE Bruce Goldstein — BIDDER

President — TITLE


2
3
5
6
7
8
9
10
11
12
13
14
15
16
18
19
20

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impounded vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1-1 DMV Registration of tow vehicle(s)

1-2 Required Towing License(s)

1-3 Driver's License(s) of Operator(s)

1-4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1-5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

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

Bruce A. Caldwell — President
TITLE

License 031

Expires
30 June 2009

Town of Hempstead

2008/2009 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that BILL'S TOWING SERVICE, INC.
of HICKSVILLE N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 8-19-08 Number of vehicles licensed 7 Fee paid $ 575.00
The following Town of Hempstead license numbers have been issued to the above named owner: UT-85-91

MARK A. BONILLA
Town Clerk

By
TOWN CLERK

Town of North Hempstead

Town of North Hempstead

Jon Kaiman
Supervisor

County of Nassau, State of New York

Leslie C. Gross
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that BRG Enterprises D/B/A Bills Towing Service Inc having fulfilled qualifications pursuant to the provisions of Chapter 55 of the Code of the Town of North Hempstead entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York, the County of Nassau, is hereby granted a license to perform Reciprocal Tow Truck operations within the Town of North Hempstead, for the term herein described.

BRG Enterprises D/B/A Bills Towing Service Inc

Office/Terminal Located: 13-15 Midland Avenue Hicksville, NY 11801

Storage Facility Located: 13 Midland Ave Hicksville, NY 11801

License No.: 0028

Expires: June 30, 2009

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY NEW YORK 1784

By Direction of

6/25/2008
Date

Leslie C. Gross, Town Clerk

TOWN OF OYSTER BAY

Office of the Town Clerk

Audrey Avenue, Oyster Bay, NY 11771-1592

Telephone (516) 624-6022

LICENSED TOW CAR OWNER

UNRESTRICTED

[illegible]

[illegible] TOWING SERVICE

[illegible] HIGHLAND AVENUE

HICKSVILLE, NY 11801

[illegible] 6-30-00

[illegible] APRIL 1, 1997

NEW YORK STATE REGISTRATION DOCUMENT

TOW

19868TW

2006 PETER NONTRANSFERABLE

TOW RD [redacted] 195

3 6000 D 6 UTD4019 JUN 23 2008

Fuel/Cyl 063 UTD

07/31/09

DEMA

BILLS TOWING SER INC 195.00

13 MIDLAND AV 11801 ANNUAL CHG

HICKSVILLE NY AMT PAID/INCL ADD CHG

11153BX VOID IF ALTERED EXCEPT FOR ADDRESS 193.75

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

0626268A

OWNER (LESSOR)

BRG;ENTERPRISES;INC

ACCOUNT NO.	FLEET NO.	EQUIPMENT NO.	INSPECTION	AXLES
016272	001	1	DEMA	3

YEAR	MAKE	BODY TYPE	FUEL/SEATS	HEAVY VEHICLE USE TAX
2001	KENWO	TK	D 00	N/A

UNLADEN WEIGHT	COMB/GROSS WEIGHT	VEHICLE IDENTIFICATION NUMBER
32270	54540	[redacted]

ADMIN. FEES	NYS REG. FEES	OTHER JURIS. FEES	NYS COUNTY USE TAX
2.00	258.77	183.01	40.00

TOTAL FEES

483.78

OPERATOR (LESSEE)

BILLS;TOWING;SERVICE INC
13 MIDLAND AVE
HICKSVILLE NY 11801-

TOW TRUCK

IRP-TR (2/08)

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES
VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT

TOW

16374TW

2002 PETER NONTRANSFERABLE

TOW RD/CH [redacted] 09

3 6000 D 6 UTD4022 MAR 03 2009

Fuel/Cyl 063 UTD

03/31/10

DEMA

BILLS TOWING SERVICH 195.00

INC

13 MIDLAND AVE 11801 ANNUAL CHG

HICKSVILLE NY AMT PAID/INCL ADD CHG

33546482 VOID IF ALTERED EXCEPT FOR ADDRESS 235.00

NEW YORK STATE REGISTRATION DOCUMENT

TOW

21108TW

2003 PETER NONTRANSFERABLE

TOW RD/CH [redacted] 09

3 6000 D 6 UTD4019 NOV 05 2008

Fuel/Cyl 051 UTD

11/30/09

DEMA

BILLS TOWING SERV INC 195.00

13 MIDLAND AVE 11801 ANNUAL CHG

HICKSVILLE NY AMT PAID/INCL ADD CHG

38565483 VOID IF ALTERED EXCEPT FOR ADDRESS 235.00

NEW YORK STATE REGISTRATION DOCUMENT

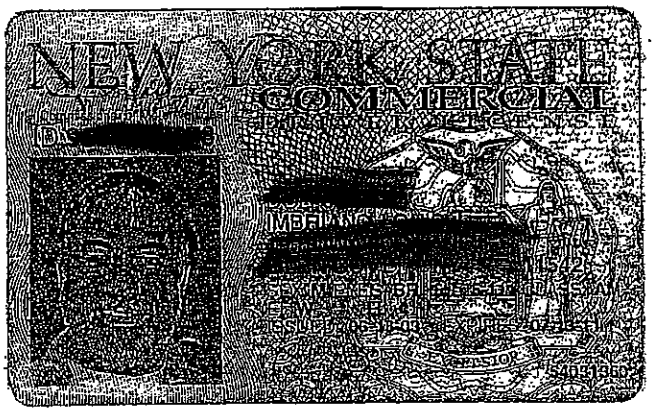
TOW
205127TW
2003 INTER NONTRANSFERABLE
[redacted]
TLAT RD
UTD4007 SEP 05 2008
25500 D 6
06 UTD
BILLS TOWING SERVICE Expires 09/30/09
INC DEMA
13 MIDLAND AVE 150.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID INCL ADD CHG
8728281RY VOID IF ALTERED EXCEPT FOR ADDRESS 0.00

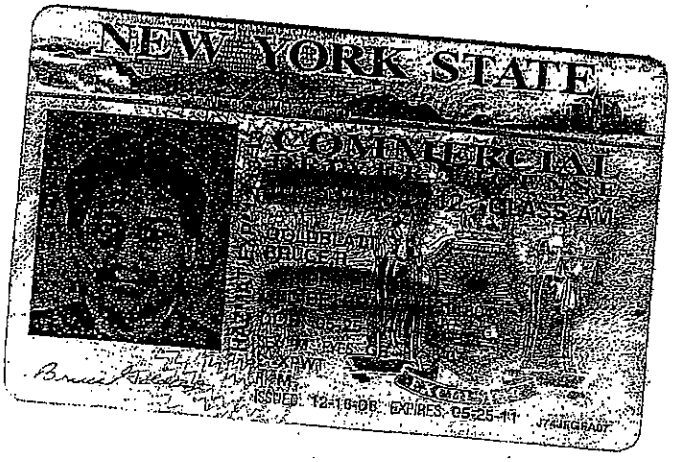
NEW YORK STATE REGISTRATION DOCUMENT

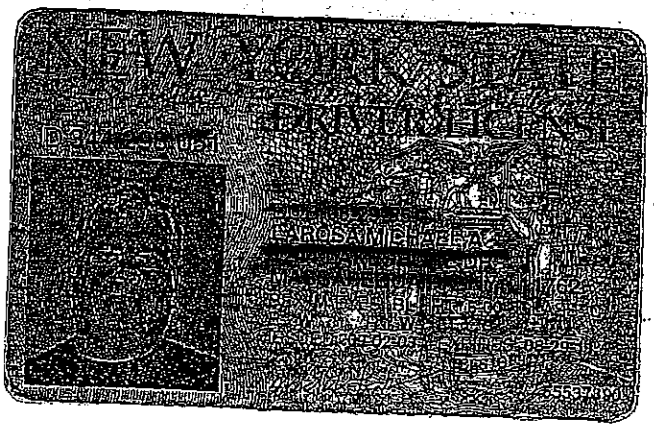
TOW
216999TW
2009 INTER NONTRANSFERABLE
TLAT RD/GL
[redacted]
02500 D 6
[redacted] 2008
BILLS TOWING SERVICE Expires 12/31/09
INC DEMA
13 MIDLAND AVE 150.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID INCL ADD CHG
EX221415 VOID IF ALTERED EXCEPT FOR ADDRESS 0.00

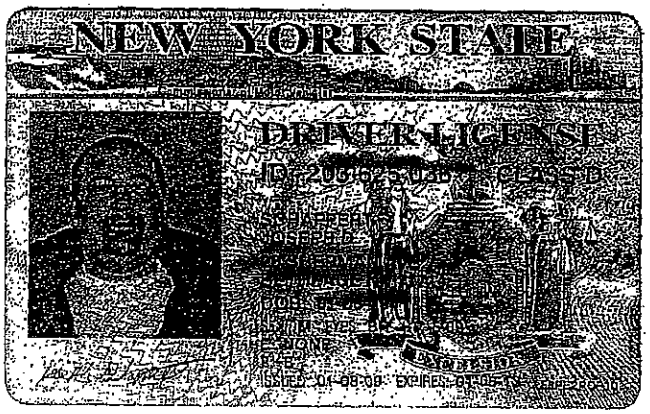
NEW YORK STATE REGISTRATION DOCUMENT

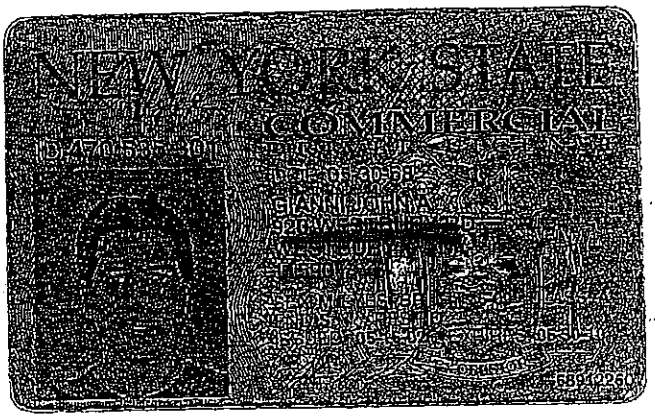
TOW
255611TW
2006 INTER NONTRANSFERABLE
TOW RD/GL
[redacted]
25500 D 6 UTD4022 MAR 03 2009
06 UTD
BILLS TOWING SERVICE Expires 03/31/10
INC DEMA
13 MIDLAND AVE 150.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID INCL ADD CHG

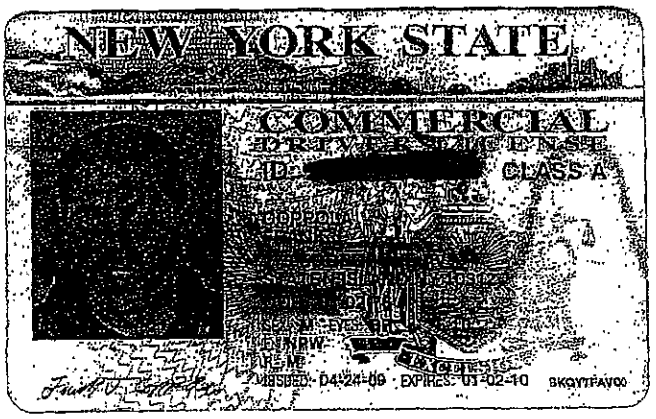

NEW YORK STATE
COMMERCIAL


NEW YORK STATE
COMMERCIAL
ISSUED: 12-10-08 EXPIRES: 05-25-11


NEW YORK STATE
DRIVER LICENSE


NEW YORK STATE
DRIVER LICENSE


NEW YORK STATE
COMMERCIAL


NEW YORK STATE
COMMERCIAL
CLASS A
ISSUED 04-24-09 EXPIRES 01-02-10

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF Middlesex ss:

On the 19th day of June 19 84 , before me personally came W.K. Lauritsen to me known, who, being by me duly sworn, did depose and say that he resides at No. 1341 Graymill Dr. Scotch Plains, NJ that he is the an Asst. Secretary of CHEVRON U.S.A. INC. , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Christine B. Hanson
Notary Public

CHRISTINE G. HANSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 30, 1986

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. T 268401783

CHEVRON U.S.A. INC.

TO

BRUCE GOLDBLATT

SECTION 12
BLOCK 623
LOT 13
COUNTY ~~OR TOWN~~ NASSAU

Recorded at Request of COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

LOUIS FORMAN
[redacted]

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE.

JUN 29 1984
RECORDED
JUN 29 2 24 PM '84
HAROLD W. McDONNELL
COUNTY CLERK
NASSAU COUNTY

22741
RECEIVED
$ 7,700.00
REAL ESTATE
JUN 29 1984
TRANSFER TAX
NASSAU
COUNTY

X00495

DEED 8564 PAGE 928

GT/ch

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF NASSAU ss:

On the 17 day of December 1980, before me personally came William H. Doremus to me known, who, being by me duly sworn, did depose and say that he resides at No. 10 Jericho Turnpike Jericho N.Y. that he is the Vice-President of James McCullagh Co., Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

FREDERICK J. BARTO

NO CORPORATE SEAL
Notary Public, State of New York
No. 31-1179500
Qualified in Suffolk County
Commission Expires March 30, 19

DEC 18 1980

Bargain and Sale Deed
With Covenant Against Grantor's Acts

Title No.

JAMES McCULLAGH CO., INC.

TO

BRUCE GOLDBLATT and
BRG ENTERPRISES, INC.

SECTION 12
BLOCK 175
LOT 143
CITY OR TOWN Town of Oyster Bay
COUNTY Nassau

Recorded at Request of
U-LIFE TITLE INSURANCE
Company of New York
RETURN BY MAIL TO

PHILLIP F. ROBINSON, ESQ.
175 West Old Country Road
Hicksville, N. Y.

Zip No. 11801

Standard Form of New York
Board of Title Underwriters
Distributed by

[redacted]

DEC 18

45749

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED
Dec 18 4 16 PM '80
HAROLD W. McDONNELL
COUNTY CLERK
NASSAU COUNTY

RECEIVED
$
REAL ESTATE
DEC 18 1980
TRANSFER TAX
NASSAU
COUNTY

DEED 9314 PAGE 252

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF NASSAU ss:

On the 17 day of December 19 80, before me personally came William H. Doremus to me known, who, being by me duly sworn, did depose and say that he resides at No. 310 Jericho Turnpike, Jericho, N.Y. that he is the Vice-President of James McCullagh Co., Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

FREDERICK J. BRUTO
Notary Public, State of New York
No. 52-0179900
Qualified in Suffolk County
Commission Expires March 30, 19

Notary Public

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was pr[redacted] execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
With Covenant Against Grantor's Acts

Title No.

JAMES McCULLAGH CO., INC.

BRUCE GOLDBLATT

Standard Form of New York Board of Title Underwriters
Distributed by
LIFE TITLE INSURANCE Company of New York

SECTION 12
BLOCK 175
LOT 144
CITY OR TOWN Town of Oyster Bay
COUNTY Nassau

Recorded at Request of
LIFE TITLE INSURANCE Company of New York
RETURN BY MAIL TO

PHILLIP F. ROBINSON, ESQ.
175 West Old Country Road
Hicksville, New York

Zip No. 11801

45750

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

DEC 18 1980

RECEIVED $ 5.00 REAL ESTATE
DEC 18 1980
TRANSFER TAX NASSAU COUNTY

DEED 9314 PAGE 254

New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631)-756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^

BILLS TOWING SERVICE INC
13 MIDLAND AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
BILLS TOWING SERVICE INC 13 MIDLAND AVE HICKSVILLE NY 11801	COUNTY OF NASSAU POLICE DEPARTMENT 1490 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	633230	03/31/2009 TO 03/31/2010	5/11/2009

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 453 472-3 UNTIL 03/31/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

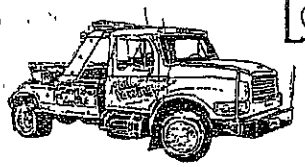
IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 03/31/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND
John Manetti
DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 404340380

U-26.3



bills towing service, inc.

13 MIDLAND AVENUE
HICKSVILLE, NEW YORK 11801
516 / 822-6239

BRUCE GOLDBLATT OF [redacted]

IS THE ONLY SHARE HOLDER IN BILLS TOWING SERVICE INC.

I HOLD 100 PERCENT OF THE STOCK.

THANK YOU

Bruce Goldblatt pres

BRUCE GOLDBLATT PRES.

BILL'S TOWING

Steven L. Labriola
Town Clerk

(516) 624-6333
Fax: (516) 624-6396
www.oysterbaytown.com

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
TOWN HALL
54 AUDREY AVENUE
OYSTER BAY, NEW YORK 11771-1592

June 29, 2010

Please be advised that your current Town of Oyster Bay Unrestricted Tow Car Owner's License No. 18, due to expire on June 30, 2010, has hereby been extended sixty (60) days, up to and including August 30, 2010.

If you have any further questions, do not hesitate to contact the undersigned.

Sincerely,

STEVEN L. LABRIOLA
TOWN CLERK

Town of North Hempstead

Jon Kalman
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Leslie C. Gross
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that Bill's Towing Service, Inc. having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and states of the State of New York; the County of Nassau, is hereby granted a license to perform Reciprocal Tow Truck operations within the Town of North Hempstead; for the term herein described.

Bill's Towing Service, Inc.

Office/Terminal Located : 13-15 Midland Avenue Hicksville, NY 11801

Storage Facility Located: 13 Midland Ave Hicksville, NY 11801

License No: 0028

Expires: June 30, 2011

June 30, 2010
Date

By Direction of

Leslie C. Gross, Town Clerk

NEW YORK STATE REGISTRATION DOCUMENT

TOW

2006 INTER NONTRANSFERABLE

TOW RD/GL [redacted]

25000 D G TH94795 MAR 02 2010

WER WEHCDA

BILLS TOWING SERVICE 03/31/11

INC DEMA

13 MIDLAND AVE 15.75

HICKSVILLE NY 11801 ANNUAL CHG

ANT PAID INC ADD CHG

NEW YORK STATE REGISTRATION DOCUMENT

TOW

2003 INTER NONTRANSFERABLE

TOW RD/GL [redacted]

25000 D G MA001 17 AUG 28 2009

WER WEHCDA SYG713

BILLS TOWING SERVICE 09/30/10

INC DEMA

13 MIDLAND AVE 15.75

HICKSVILLE NY 11801 ANNUAL CHG

ANT PAID INC ADD CHG

NEW YORK STATE REGISTRATION DOCUMENT

TOW

2002 INTER NONTRANSFERABLE

TOW RD/GL [redacted]

25000 D G TH94171 MAR 02 2010

WER WEHCDA

BILLS TOWING SERVICE 03/31/11

INC DEMA

13 MIDLAND AVE 15.75

HICKSVILLE NY 11801 ANNUAL CHG

ANT PAID INC ADD CHG

NEW YORK STATE REGISTRATION DOCUMENT

TOW

2009 INTER NONTRANSFERABLE

RD/GL [redacted]

25000 D G SH22778 DEC 08 2009

WER WEHCDA

BILLS TOWING SERVICE 12/31/10

INC DEMA

13 MIDLAND AVE 15.75

HICKSVILLE NY 11801 ANNUAL CHG

NEW YORK STATE REGISTRATION DOCUMENT

TOW

2000 PETER NONTRANSFERABLE

TOW RD/CE INFINITI/X5

[redacted]

TOWING SERV INC

MIDLAND AVE

NEW YORK

NEW YORK STATE REGISTRATION

TOW

2000 PETER NONTRANSFER

TOW RD/CE INFINITI/X5

TOWING SERV INC

MIDLAND AVE

NEW YORK

0744716A NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
Effective Date: 12/01/2009	Expires: 11/30/2010	Plate #: 16821PA/IRP

[redacted]

VEHICLE INFORMATION		
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

[redacted]

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK [redacted]
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112229579
BILLS TOWING SERVICE INC
13 MIDLAND AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
BILLS TOWING SERVICE INC 13 MIDLAND AVE HICKSVILLE NY 11801	COUNTY OF NASSAU POLICE DEPT 1490 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	D/
[redacted]	46865	03/31/2010 TO 03/31/2011	8/24.

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INS FUND UNDER POLICY NO. 453 472-3 UNTIL 03/31/2011, COVERING THE ENTIRE OBLIGATION OF THIS POLICY FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPEN[redacted]RESPEC OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELO[redacted]T TO OPE OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 03/31/2011 IN SUCH MANNER AS TO AFFECT THIS CER 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. T YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSU COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSUR/

John Mane

DIRECTOR, INSURANCE FUND UNDE

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 899732779

U-26.3

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3186
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

112229579
BILLS TOWING SERVICE INC
13 MIDLAND AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
BILLS TOWING SERVICE INC 13 MIDLAND AVE HICKSVILLE NY 11801	COUNTY OF NASSAU POLICE DEPT 1490 FRANKLIN AVENUE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	48885	03/31/2010 TO 03/31/2011	8/24/2010

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURAN FUND UNDER POLICY NO. 453 472-3 UNTIL 03/31/2011, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDE FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO A OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIO OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 03/31/2011 IN SUCH MANNER AS TO AFFECT THIS CERTIFICA 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABO NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NE YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTIC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANC COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTE THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE

John Massetti

DIRECTOR, INSURANCE FUND UNDERWRITI

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 899732779

U-26.3

CHRIS ROTH

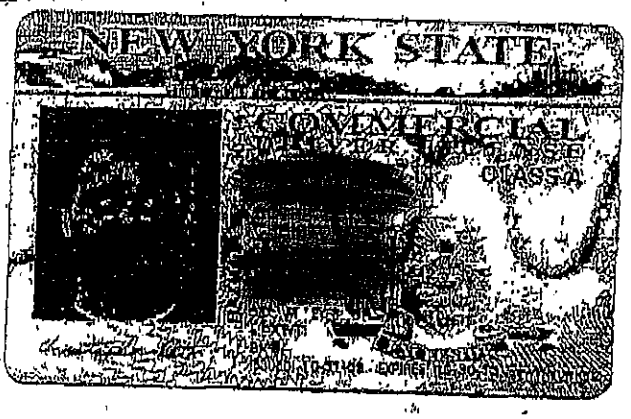
TOWN
OF
OYSTER BAY

No. 37

Tow Car Driver.
2010

Steven L. Labriola
Town Clerk

Expires 08/30/2011



NYS Department of Motor Vehicles

INTERIM LICENSE
955406932
DRIVER LICENSE**
L6933 45 OCT 15 2009
IW Exp 17.50 BYS 058

(FOLD ALONG THIS LINE)

Visit us at www.dmv.ny.gov

NYS Department of Motor Vehicles

INTERIM LICENSE
955406932

Class A Restrictions NONE
Endorsements NWT
Issued Interimaid on 09/07/13
Expiration Date NONE
This document expires on 01/13/10
NOVAK
FRANK
[redacted]
Sex M Eyes BL Ht 6 5
Address [redacted]
Additional Restrictions NONE

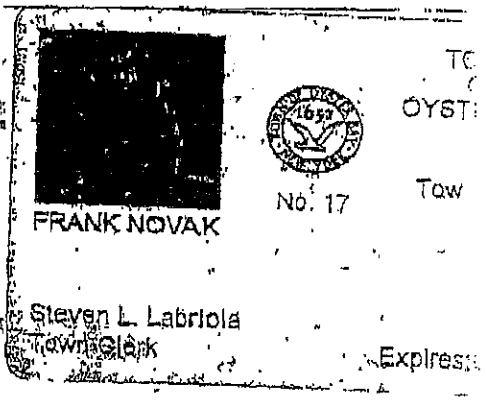
Sign X
Here

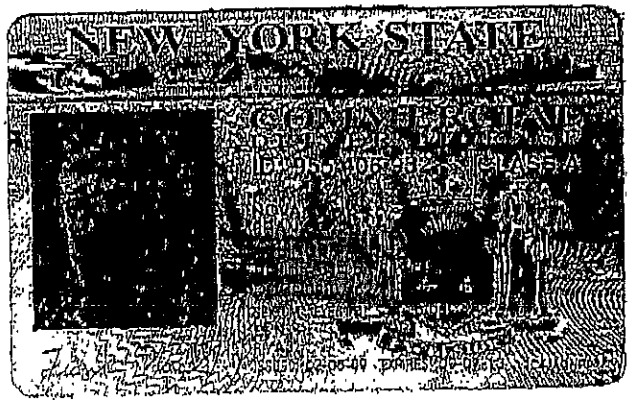
Keep this document until you receive your Photo document
MV-1 (8/06) PART 2

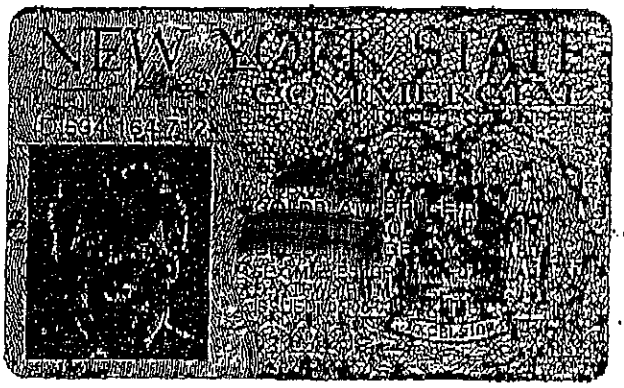
MOTOR CARRIER
MEDICAL EXAMINER'S CERTIFICATE
I certify that I have examined
Frank Novak
(Driver's Name - Print)
in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391) with knowledge of his/her duties, I find him/her qualified under the regulation
0 Qualified only when wearing corrective lenses
0 Qualified only when wearing a hearing aid
0 Qualified by operation of 49 CFR 391.64
0 Medically unqualified unless accompanied by a _____ waiver
0 Medically unqualified unless driving within an exempt intracity zone
A completed examination form for this person is on file in my office at
(516) 795-5544
(Area Code & Telephone Number)
4/24/2011 Jorge L. Gordyn
(Expiration Date) (Name of Medical Examiner - Print)
MD 164119 NY
(Title) (License or Certificate No.) (State in Which Licensed)

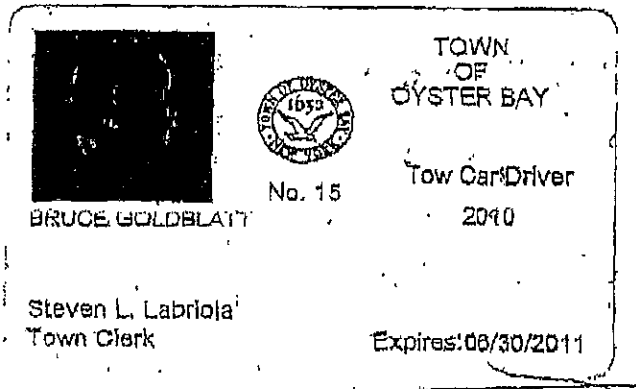
(Signature of Medical Examiner)

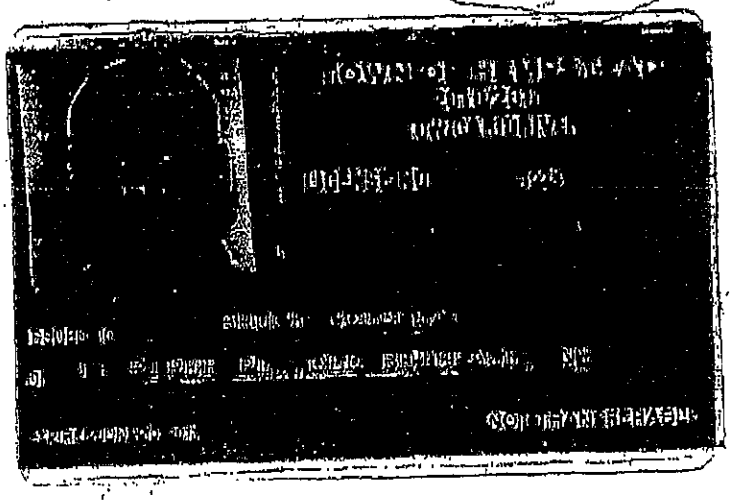
(Signature of Driver)
109 Evergreen Avenue, Bethpage, NY 11714
(Address of Driver)

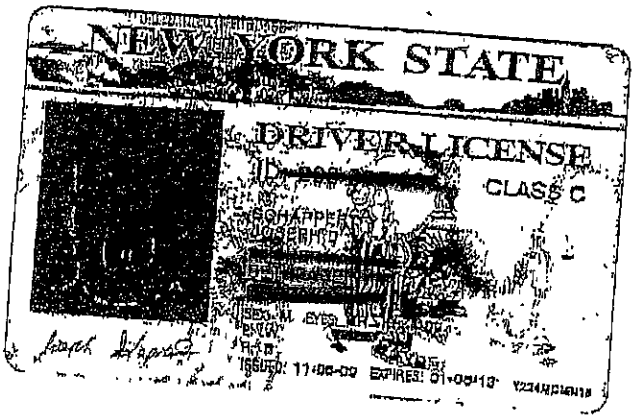


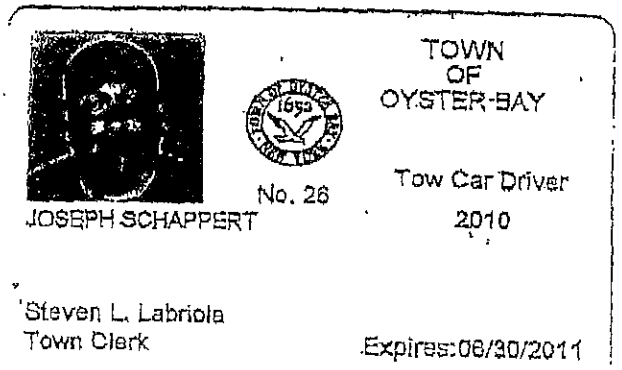



NEW YORK STATE


TOWN
OF
OYSTER BAY
1653
No. 15
Tow Car Driver
2010
BRUCE GOLDBLATT
Steven L. Labriola
Town Clerk
Expires: 06/30/2011




NEW YORK STATE
DRIVER LICENSE
CLASS C


TOWN
OF
OYSTER-BAY
No. 26
JOSEPH SCHAPPERT
Tow Car Driver
2010
Steven L. Labriola
Town Clerk
Expires:06/30/2011

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: 10/16/2015

1) Bidder's/Proposer's Legal Name: Bills Towing Service Inc

2) Address of Place of Business: 13 Midland Ave Hicksville NY

List all other business addresses used within last five years:
None

3) Mailing Address (if different): _____

Phone: 516 822 6239

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 112229579

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

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.

(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; Bruce Gowbert

iv) State of incorporation (if applicable); 1921

v) The number of employees in the firm;

vi) Annual revenue of firm; 400,000

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits. TO BAY TOWN Hampstead TOWN NO Hemp

B. Indicate number of years in business. 54

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NASSAU County POLICE

Contact Person

Address FRANKLIN Ave

City/State MINEOLA NY

Telephone 516 573 7168

Fax # 573 7409

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, BRUCE GOLDBERG, 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 be[redacted]ge, 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 [redacted] that all information supplied by me is true [redacted] 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 29 day of OCTOBER 2015

Notary Public

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6171950
Qualified in Nassau County
Commission Expires in 07-30-2019

Name of submitting business: _____

By: BRUCE GOLDBERG
Print name

Signature

PRESIDENT
Title

10 / 16 / 2015
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name BRUCE GOLDBERG

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 13 MIDLAND AVE

   City/state/zip HICKSVILLE NY 11801

   Telephone 516 8226239

   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 5/1/1971 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

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 6? 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, BRUCE GOODBATT, 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 29 day of OCTOBER 2015

Notary Public

K. Lawrence Krummenacker
Notary Public, State of New York
No. 01KR6171950
Qualified in Nassau County
Commission Expires in 07-30-2019

BILLS TOWING SERVICE INC
Name of submitting business

BRUCE GOODBATT
Print name

Bruce Goodbatt
Signature

PRESIDENT
Title

10/16/2015
Date

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Nassau County **B02-16**

Department of Public Works

R6-

Staff Summary

Subject: Pump Station Repair and Mitigation Contract No. S3P311-06G	Date: December 23, 2015
Department of Public Works	Vendor Name: Philip Ross Industries, Inc. 200 Long Island Ave., Wyandanch, NY 11798
Commissioner Shila Shah Gavnoudias	Contract Number S3P311-06G
Department Head Signature	Personal Services _____ Blanket Res ____ Calendar _____ Bid √ Rules Comm. _____
Project Manager Name: Thomas A. Immerso Phone Number: 571-7508	Contract Manager Name: Phil Carlucci, President Phone Number: (631) 253-3077

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

Internal Approvals			
Date& Init.	Approval	Date & Init.	Approval
12/23/15	Dept. Head		Counsel to C.E.
12/24/15 TL	Budget	1-8-16 NPS	County Atty.
1/15/16	Deputy C.E.		County Exec.

Narrative

Purpose: This contract consists of the repair/replacement of equipment and mitigation of four (4) wastewater pumping stations (Ocean Ave., Mill RD., Woodmere Blvd. & Longacre Ave.) damaged by Superstorm Sandy.

Procurement History: The contract was publicly bid on Oct. 27, 2015 and it is recommended that award be made to the lowest responsible bidder, Philip Ross Industries, Inc., who submitted a successful low bid of $6,200,000.

Discussion: This construction contract provides for furnishing all labor, materials & equipment required for construction-related services. The contract is FEMA-eligible and includes repair/rehabilitation, code compliance & flood mitigation measures to 'harden' the stations against future storm surges, as occurred during Superstorm Sandy. It is envisioned to have a construction duration of twenty (20) months.

Impact on Funding: The bid for this Contract of $6,200,000 is below the engineer's estimate and funding is available under Capital Project No. CSW 3P311. It is expected that this contract will be eligible for reimbursement by FEMA under the Robert T. Stafford Disaster Relief & Emergency Assistance Act.

Recommendation: It is recommended that this contract be approved as submitted.

APPROVED: 1/7/16
(SUBJ. TO REQ. INS. + BONDS)

JLD:TAI:rp

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15 P 4:11

C:\Users\ldionisio.NASSAUCOUNTYNY\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\W5K9PDAM\StaffSummary - Const - P Ross 122315.doc

B02-16

RO 6 -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PHILIP ROSS INDUSTRIES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S3P311-06G, PUMP STATION REPAIR & MITIGATION – OCEAN AVENUE, MILL ROAD, WOODMERE BLVD. & LONGACRE AVENUE PUMP STATIONS ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of PHILIP ROSS INDUSTRIES, INC.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 6,200,000 now therefore be it

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

COUNTY OF NASSAU

Inter-Departmental Memo

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

FROM: *Department of Public Works*

DATE: December 30, 2015

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S3P311-06G

Title: **CONTRACT S3P311-05G – PUMP STATION REPAIR & MITIGATION – OCEAN AVENUE, MILL ROAD, WOODMERE BLVD. & LONGACRE AVENUE PUMP STATIONS**

Bids received on: October 27, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Philip Ross Industries, Inc.,** as the lowest responsible bidder with a total bid amount of **$6,200,000.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Loretta Dionisio, Hydrogeologist II

FROM: Kenneth G. Arnold, Assistant to Commissioner

DATE: December 21, 2015

SUBJECT: RECOMMENDATION OF AWARD

Contract No:	S3P311-06G
Title:	Pump Station Repair & Mitigation – Ocean Avenue, Mill Road, Woodmere Boulevard & Longacre Avenue
Engineer's Estimate:	$8,200,000.00
Bids Received On:	October 27, 2015

The bids received for the above-referenced contract have been examined, and the bid submitted by Philip Ross Industries, Inc., in the amount of $6,200,000.00 is acceptable as the lowest responsible bidder.

Since the low bid is less than the engineer's estimate and adequate funds are available (Capital Project No. CSW 3P311), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find a completed Staff Summary, NIFA, Engineer's Bid Analysis and Award Recommendation, and Request to Initiate forms for your information and use.

Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:rp
Attachments

c: Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II

REQUEST TO INITIATE RTI Number 15-0365

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ■ RFBC ☐ In-House or Requirements Work Order

Project Title: PUMP STATION REPAIR AND MITIGATION (S3P311-06G)
Ocean Ave., Mill Rd., Woodmere Blvd. and Longacre Ave.

Department: Public Works Project Manager: Thomas A. Immerso Date: October 30, 2015

Service Requested: General Construction Contract

Justification: Necessary for repairs/replacements of equipment at four (4) sewage pump stations damaged as a result of Superstorm Sandy as well as flood mitigation measures for the pump stations listed above.

Requested by: Department of Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/*Construction*/CM/Equipment) $6,200,000.00
Circle appropriate phase

Total Project Cost: $8,300,000.00 (approx.) Includes, design, construction and CM

Date Start Work: November, 2015 Phase being requested

Duration: 550 Days Phase being requested

Capital Funding Approval: YES ☑ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 3P311
See Attached Sheet if multi-year ☐

NIFS Entered: SIGNATURE DATE

AIM Entered: K Angiero SIGNATURE 11/19/15 DATE

Funding Code: 3P3X SANOAC
Use this on all encumbrances

Timesheet Code: 15-0365
Use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☑ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment
Philip Ross Industries, Inc.	$6,200,000.00	10% Bid Bond; Low Bid
RJ Industries	$6,968,800.00	
Posillico Civil, Inc.	$8,254,400.00	
John P. Picone, Inc.	$8,294,800.00	

See Attached Sheet (bid result(s)) ☐

DCE/Ops Approval: YES NO Signature

10/30

D&B ENGINEERS AND ARCHITECTS, P.C.
50 YEARS est. 1965

330 Crossways Park Drive, Woodbury, New York 11797-2015
516-364-9890 • 718-460-3634 • Fax. 516-364-9045 • www.db-eng.com

Board of Directors
Henry J. Chlupsa, P.E., BCEE
President & Chairman
Steven A. Fangmann, P.E., BCEE
Executive Vice President
Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

Vice Presidents
Rob J. DeGiorgio, P.E., CPESC
Senior Vice President
Stephen M. Dudar, P.E.
Senior Vice President
Dennis F. Koehler, P.E.
Senior Vice President
Joseph H. Marturano
Senior Vice President
William D. Merklin, P.E.
Senior Vice President
John Schreck, P.E.
Senior Vice President
Brian M. Veith, P.E.
Senior Vice President
Richard M. Walka
Senior Vice President
Garrett M. Byrnes, P.E.
Vice President
Thomas P. Fox, P.G.
Vice President
Frank Genese, AIA
Vice President
Michael Neuberger, P.E.
Vice President
Kenneth J. Pritchard, P.E.
Vice President
Theodore S. Pytlar, Jr.
Vice President
Charles J. Wachsmuth, P.E
Vice President

Dir. of Architecture
Michael P. Sciarrillo, AIA, NCARB

Senior Associates
Ellen R. DeOrsay
Matthew R. DeVinney, P.E.
Frank DeVita
Joseph A. Fioraliso, P.E.
Michael R. Hofgren
Christopher Koegel, P.E. CCM
Christopher M. LeHanka
Richard W. Lenz, P.E.
James J. Magda
Olga Mubarak-Jaramillo
Philip R. Sachs, P.E.
Daniel Shabat, P.E.

Associates
Meredith A. Byers
Anthony M. Caniano
Rudolph F. Cannavale
Christopher W. Francis
Michele Mastrangelo
Jamil Miranda, P.E.
Roger W. Owens
Steven E. Patak
Robbin A. Petrella
Edward J. Reilly
Michael G. Savarese, P.E.
Stephen E. Tauss

November 19, 2015

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

Re: Pump Station Repair and Mitigation
Contract No. S3P311-06G
Bid Evaluation
D&B No. 3618

Dear Mr. Davenport:

The detailed Bid Summary for bids received on Tuesday, October 27, 2015 for Contract No. S3P311-06G – Pump Station Repair and Mitigation – Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations, is attached for your reference.

A general summary of the submitted bids is included below:

Contract	Bidder	Bid Amount
S3P311-06G – General Construction	Philip Ross Industries, Inc.*	$6,200,000
S3P311-06G – General Construction	RJ Industries, Inc.	$6,968,800
S3P311-06G – General Construction	Posillico Civil, Inc.	$8,254,500
S3P311-06G – General Construction	John P. Picone, Inc	$8,294,800

**Apparent Low Bidder*

The apparent low bidder, Philip Ross Industries, Inc., has previous experience with the County and is currently performing work at the County's Cedar Creek WPCP. Also, the apparent low bidder has experience with projects of similar magnitude having performed previous work on the County pump stations (East Hills, Locust Valley).

Philip Ross Industries, Inc., has also been the low bidder for two other pump station repair and mitigation projects,(S3P311-04 & S3P311-05) .

A copy of the Philip Ross Industries, Inc. Bid Sheets are also attached for reference.

Based on the above, we recommend the low bid be accepted and that the County award Contract No. S3P311-06G – General Construction to Philip Ross Industries, Inc. in the amount of $6,200,000.

Should you have any questions regarding the above, please do not hesitate to contact this office.

Very truly yours,

Joseph H. Marturano
Senior Vice President

JHM/OMJt/cf
Attachments: Detailed Bid Summary (Contract S3P311-05G)
Record of Telephone Conversation
Bid Sheets
cc: T. Immerso (NCDPW)
O.M. Jaramillo (D&B)
C. Leal (PM-JV) w/o attachments
H. Remo (PM-JV) w/o attachments
♦3618\JHM15LTR-06

D&B ENGINEERS AND ARCHITECTS, P.C.

County of Nassau Department of Public Works
Pump Station Repair and Mitigation
Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations
CONTRACT NO. S3P311-06G - GENERAL CONSTRUCTION

Bid Opening Date - Tuesday, October 27, 2015

Detailed Bid Summary

Item No.	Approximate Quantity	Description	Philip Ross Industries, Inc. Bid Amount Unit Price	Philip Ross Industries, Inc. Bid Amount Total	R.J. Industries, Inc. Bid Amount Unit Price	R.J. Industries, Inc. Bid Amount Total	Posillico Civil, Inc. Bid Amount Unit Price	Posillico Civil, Inc. Bid Amount Total	John P. Picone, Inc. Bid Amount Unit Price	John P. Picone, Inc. Bid Amount Total
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all Construction work at Wantagh Park, Newbridge Road, Merrick Road and Ray Street Pump Stations as specified and shown on the drawings, complete and ready for operation.	$5,994,000.00		$6,758,800.00		$8,030,000.00		$8,071,675.00	
2	75 Cubic Yards	For extra earth excavation beyond the limits of the Contract Drawings and Specifications, as ordered by the County.	$30.00	$2,250.00	$50.00	$3,750.00	$110.00	$8,250.00	$100.00	$7,500.00
3	125 Cubic Yards	For select fill from outside sources (per the Contract Drawings and Specifications), as ordered by the County.	$30.00	$3,750.00	$50.00	$6,250.00	$130.00	$16,250.00	$125.00	$15,625.00
4	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County.	$200,000.00		$200,000.00		$200,000.00		$200,000.00	
TOTAL BID AMOUNT			**$6,200,000.00**		**$6,968,800.00**		**$8,254,500.00**		**$8,294,800.00**	

Average of four (4) bids received = $7,429,525.00

Engineer's Estimate = $8,200,000.00

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P311-06G

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P311-06G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	AMOUNT BID PRICE DOLLARS	CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all Construction work at Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations as specified and shown on the drawings, complete and ready for operation. Five Million Nine hundred & Ninety ten Thousand Dollars Cents Dollars & zero cents	5,994,000	—
2	75 Cubic Yards	For extra earth excavation beyond the limits of the Contract Drawings and Specifications, as ordered by the County Thirty Dollars Dollars Cents	2,250	—
3	125 Cubic Yards	For select fill from outside sources (per the Contract Drawings and Specifications), as ordered by the County. Thirty Dollars Dollars Cents	3,750	—
4	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two Hundred Thousand No Dollars Cents	$200,000	00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): $ 6,200,000 —

TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS:

Six million, Two hundred Thousand Dollars & zero cents

CENTS DOLLARS

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P311-06G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
		TOTAL BASE BID (Bid Item Nos. 1 thru 4) $ 6,200,000 —				
		TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS: DOLLARS Six million two hundred Thousand Dollars CENTS zero				

S3P311-06G - General Contracting

Pump Station Repair & Mitigation - Ocean Ave., Mill Rd.,Woodmere Blvd & Longacre Ave Pump Stations

Bid Opening: 10/27/2015

Engineer: Tom Immerso **Phone:** (516) 571-7508

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Philip Ross Industries, Inc.	200 Long Island Avenue Wyandanch, NY 11798	Liberty Mutual Insurance Comp	10% Amt Bid	$6,200,000.00	$0.00
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Amt Bid	$6,968,800.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% Amt Bid	$8,254,400.00	$0.00
John P. Picone Inc.	31 Garden Lane, PO Box 913 Lawrence, NY 11559	National Liability & Fire Insura	10% Amt Bid	$8,294,800.00	$0.00

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

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: November 13, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Pump Station Mitigation – General Construction
Proposed Contract No. S3P311-06G

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 contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

   General construction for repairs/replacement work resulting from Hurricane Sandy, as well as requirements for Code/OSHA compliance items and flood mitigation measures for four (4) wastewater pump stations.

2. The work involves the following:
   Scope of Work: General construction contract for the replacement of flood damaged process, mechanical and electrical equipment; elevating critical equipment above the 500 year base flood elevation (BFE); flood proofing structures to prevent damage from potential future storm events.

3. An estimate of the cost is: $6,200,000.00

4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:cs
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Thomas A. Immerso, Sanitary Engineer II
Loretta V. Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Philip Ross Industries, Inc.

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

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

Signed, this 13th day of October, 2015

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S3P311-06G for the

Pump Station Repair and Mitigation - Ocean Avenue, Mill Road, Woodmere Blvd., Longacre Avenue

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

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

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

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

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

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

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

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

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

Philip Ross Industries, Inc.
200 Long Island Avenue, Wyandanch, NY 11798
Contractor

by _____ (L.S.) (Corporate seal of Contractor
Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

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

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

Witness:
~~XXXXXX~~ _____ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXXX~~

(Acknowledgment by Contractor if a corporation)

STATE OF NY)

ss.:)
COUNTY OF Suffolk)

On this 27 day of October, 2015, before me personally came Philip Carlucci to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Melville NY that he is the Pres of the Philip Ross Industries, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified In Suffolk County
My Commission Expires March 04, 2017

Stephanie Selix Kellerman
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:)
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:)
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:)
COUNTY OF Nassau)

On this 13th day of October , 20 15 , before me personally came Susan Lupski to me Known, who being by me duly sworn, did depose and say that he resides in Nassau County, New York

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski and knows him to be the Attorney-In-Fact of said company; that the signature of the said Susan Lupski subscribed to the within instrument is in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice .

Notary Public

DANA GRANICE
Notary Public, State of New York
No. 01GR6099128
Qualified in Suffolk County
Commission Expires 9/22/2019

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7045213

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Woo-Warren; Nelly Renchiwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of July 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 6th day of July 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 13 2015 day of _____, 20____

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets

Cash and Bank Deposits	$744,221,142
*Bonds — U.S Government	1,718,117,704
*Other Bonds	11,205,872,087
*Stocks	9,533,437,819
Real Estate	277,742,849
Agents' Balances or Uncollected Premiums	4,150,041,316
Accrued Interest and Rents	129,261,358
Other Admitted Assets	14,896,464,393
Total Admitted Assets	**$42,655,158,668**

Liabilities

Unearned Premiums		$6,288,178,795
Reserve for Claims and Claims Expense		16,879,324,618
Funds Held Under Reinsurance Treaties		211,983,009
Reserve for Dividends to Policyholders		1,246,547
Additional Statutory Reserve		40,877,587
Reserve for Commissions, Taxes and Other Liabilities		2,664,248,124
Total		**$26,085,858,680**
Special Surplus Funds	$53,954,363	
Capital Stock	10,000,000	
Paid in Surplus	8,829,117,542	
Unassigned Surplus	7,676,228,083	
Surplus to Policyholders		**16,569,299,988**
Total Liabilities and Surplus		**$42,655,158,668**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $16,569,299,988 (Capital $10,000,000) as is shown by its sworn financial statement for the **Year-End as of December 31, 2014,** on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Philip Ross Industries, Inc. 200 Long Island Ave Wyandanch NY 11798 Federal ID No.: 11-2707717	Pump station repair & mitigation Ocean Ave, Mill Rd, Woodmere Blvd. & Longacre Ave, pump stations	10/27/15	6,200,000

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

Plumbing and Gas Fitting

Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check ( ) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Hinck electric co Federal ID No.			✓	electrical	1,100,000
MACE CONTRACTING Federal ID No.	✓			PLUMBING	350,000
MACE CONTRACTING Federal ID No.		✓		HVAC	150,000

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: Pres. Date: 10/27/15

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

PUMP STATION REPAIR AND MITIGATION
OCEAN AVENUE, MILL ROAD, WOODMERE BOULEVARD AND
LONGACRE AVENUE PUMP STATIONS

Contract No. S3P311-06G

GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Philip Carlucci

Bidder: Philip Ross Industries, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Business Address: 200 Long Island Ave., Wyandanch, NY 11798

Telephone: 631-253-3077 Date of Bid: 10/27/15

Fax: 631-253-0180 E-Mail:

PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: Philip Carlucci

[redacted]

Name and Residence of Vice-President: _____

_____

Name and Residence of Secretary: Philip Carlucci

[redacted]

Name and Residence of Treasurer: _____

_____

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of labor, equipment, other facilities needed for the performance of the Work, the general and local conditions, and all other items which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend / to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

May 11, 2015

Nassau County DPW
1550 Franklin Ave
Mineola, NY 11501

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Philip Ross Industries

Project No. S3P11-02G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited Philip Ross Industries to the Local 138 Agreement Covering Working Conditions, dated June 1, 2009 to May 31, 2015. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

JOINT APPRENTICESHIP COMMITTEE OF PLUMBERS LOCAL NO. 200

375 CENTRAL AVENUE
BOHEMIA, NEW YORK 11716
PHONE 631-567-3083
FAX 631-210-0033

DANNY GRODOTZKE
CO-CHAIRMAN

FRANK COLASURDO
CO-CHAIRMAN

UNION
MARIO MATTERA
ART GIPSON

TRAINING COORDINATOR
KEITH GORDON

EMPLOYERS
JOHN BOTTO
ROBERT RUGGIERO

May 18, 2015

To Whom It May Concern:

Please be advised that Philip Ross Industries is signatory to a Collective Bargaining Agreement with Plumbers Local Union #200 and is a contractor in good standing.

Plumbers Local Union #200 has an apprenticeship Training Program (Sponsor Code 00337, ATP Code 13180) that is approved and recognized by both the federal Department of Labor and the New York State Department of Labor. Being signatory to our agreements, Philip Ross Industries. may, at their discretion, employ apprentices that are indentured in our program.

If you have any questions regarding the Apprenticeship Training Program of Plumbers Local Union #200, please contact me at any time.

Sincerely,

Keith Gordon
Training Coordinator

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P311-06G

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING A BID ON GENERAL CONSTRUCTION CONTRACT NO. S3P311-06G				
ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	AMOUNT BID PRICE DOLLARS	CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all Construction work at Ocean Avenue, Mill Road, Woodmere Boulevard and Longacre Avenue Pump Stations as specified and shown on the drawings, complete and ready for operation. Five Million, Nine hundred & Ninety four Thousand Dollars & zero cents (Dollars / Cents)	5,994,000	—
2	75 Cubic Yards	For extra earth excavation beyond the limits of the Contract Drawings and Specifications, as ordered by the County. Thirty Dollars (Dollars / Cents)	2,250	—
3	125 Cubic Yards	For select fill from outside sources (per the Contract Drawings and Specifications), as ordered by the County. Thirty Dollars (Dollars / Cents)	3,750	—
4	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two Hundred Thousand (Dollars) No (Cents)	$200,000	00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): $ 6,200,000 —

TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS:

Six Million, Two hundred Thousand Dollars & zero cents

DOLLARS CENTS

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P311-06G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
		TOTAL BASE BID (Bid Item Nos. 1 thru 4) $6,200,000 —				
		TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS: DOLLARS Six million Two hundred Thousand Dollars CENTS zero				

GENERAL CONSTRUCTION

ALLOWANCES. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 4: An Allowance of two hundred thousand dollars ($200,000) for Miscellaneous Additional Work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01150, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments as authorized by the County, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances.

MAJOR EQUIPMENT ITEMS. The Bidder shall fill in the names and addresses of the proposed manufacturers and/or suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
11530	Gas Detection Systems	MSA OR EQUAL
11600	Fuel Tank Leak and Level Detection System	Veeder-Root OR EQUAL
15099	Large Diameter Valves, Specials and Appurtenances	DeZurik, GA OR EQUAL
15160A	Dry-Pit Submersible Pumps	Flygt OR EQUAL
15341	Hydraulic Grinder System	Franklin Miller, JWC OR EQUAL
15999	Sump Pumps	Zoeller OR EQUAL
Division 16	Electric Service Panel	SQUARE D OR EQUAL
16200	Diesel Engine Driven Generator	CUMMINS OR EQUAL
16927	Sump Pump Control Panel	EG CONTROLS OR EQUAL
17999	Odor Control System	CARBTROL OR EQUAL

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

10/27/15 — Signature/Date

Philip Carlucci Pres. — Print Name and Position

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No X

(Contractor's Signature)

Philip Ross Industries, Inc.
(Name of Business)

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Bidder: Philip Ross Industries, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.: _____

Federal ID No: 11-2707717

Municipal License ID Number: _____

Municipal Licensing Agency: _____

By _____ Date: 10/27/15
(Signature of Individual, Partner or Corporate Officer)

(Print): Philip Carlucci Title: Pres.

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: Philip Carlucci
Secretary

(CORPORATE)
(SEAL)

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says:
That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Philip Carlucci Being duly sworn, deposes and says:
That he resides at Melville, NY, that he is the Pres.
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 27 day of October 20 15.

Notary Public

STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified in Suffolk County
My Commission Expires March 04, 2017

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says:
That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Philip Carlucci Being duly sworn, deposes and says:
That he resides at Melville, NY, that he is the Pres.
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 27 day of October 2015.

Notary Public

STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified In Suffolk County
My Commission Expires March 04, 2017

DISCLOSURE STATEMENT

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Philip Ross Industries, Inc.

Address: 200 Long Island Avenue

City, State and Zip Code: Wyandanch, NY 11798

2. Entity's Vendor Identification Number: 11-2707717

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):

[redacted] NY

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.

Philip Carlucci; [redacted]

(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: 10/27/15

Signed:

Print Name: Philip Carlucci

Title: Pres.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

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

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: 10/27/15

Signed: Philip Carlucci

Print Name: Philip Carlucci

Title: Pres.

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: 10/27/15

1) Bidder's/Proposer's Legal Name: Philip Ross Industries, Inc.

2) Address of Place of Business: 200 Long Island Ave, Wyandanch NY

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 631-253-3077

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 154017461

5) Federal I.D. Number: 11-2707717

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: See 6/30/15 financial statement note #1 for explanation

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. See 6/30/15 financial statement note #1 for explanation

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). _____

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; 1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Philip Carlucci; [redacted]

iii) Name, address and position of all officers and directors of the company;
Philip Carlucci; [redacted]

iv) State of incorporation (if applicable);
New York

v) The number of employees in the firm;
20

vi) Annual revenue of firm;
14 million

vii) Summary of relevant accomplishments
see project experience lists

viii) Copies of all state and local licenses and permits.
not applicable

B. Indicate number of years in business. 31

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 H2M Group

Contact Person Rich Humann, President

Address 538 Broadhollow Road, Melville NY

City/State Melville NY

Telephone 631-756-8000

Fax #

E-Mail Address rhumann@h2m.com

[redacted]

PHILIP ROSS INDUSTRIES, INC. AND AFFILIATES

COMBINED FINANCIAL STATEMENTS

JUNE 30, 2015

PHILIP ROSS INDUSTRIES, INC. AND AFFILIATES

CONTENTS

	Page
Independent Accountants' Review Report	1
Combined Financial Statements	
Combined Balance Sheet at June 30, 2015	2-3
Combined Statement of Income and Retained Earnings for the Six Months Ended June 30, 2015	4
Combined Statement of Cash Flows for the Six Months Ended June 30, 2015	5-6
Notes to Combined Financial Statements	7-17
Supplementary Information	
Independent Accountants' Review Report on Supplementary Information	18
Schedule of Contract Receivables at June 30, 2015	19
Combined Schedule of Earnings from Contracts for the Six Months Ended June 30, 2015	20
Schedule of Contracts Completed During the Six Months Ended June 30, 2015	21
Schedule of Contracts In Process at June 30, 2015	22
Combined Schedule of General and Administrative Expenses for the Six Months Ended June 30, 2015	23

GRASSI & CO.
Accountants and Success Consultants®

Accounting, Auditing, Tax, Litigation Support,
Valuation, Management & Technology Consulting

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To The Stockholder
Philip Ross Industries, Inc. and Affiliates
Wyandanch, New York

We have reviewed the accompanying combined balance sheet of Philip Ross Industries, Inc. and Affiliates at June 30, 2015, and the related combined statements of income and retained earnings and cash flows for the six months then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the combined financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the combined financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Grassi & Co, CPAs, P.C.

GRASSI & CO., CPAs, P.C.

Jericho, New York
August 27, 2015

www.grassicpas.com

An Independent Firm Associated with Moore Stephens International Limited

50 Jericho Quadrangle, Suite 200
Jericho, NY 11753
(516) 256-3500 ▪ Fax (516) 256-3510

488 Madison Avenue, 21st Floor
New York, NY 10022
(212) 661-6166 ▪ Fax (212) 755-6748

10 Esquire Road, Suite 4
New City, NY 10956
(845) 634-5300 ▪ Fax (845) 634-5409

PHILIP ROSS INDUSTRIES, INC. AND AFFILIATES
COMBINED BALANCE SHEET
JUNE 30, 2015

ASSETS

CURRENT ASSETS:	
Cash	$ 2,669,085
Contract receivables, net	5,351,473
Costs and estimated earnings in excess of billings on uncompleted contracts	545,652
Prepaid expenses and other current assets	51,020
Total Current Assets	8,617,230
PROPERTY AND EQUIPMENT, NET (including $432,000 related to variable interest entities)	690,366
OTHER ASSETS:	
Advances to stockholder	531,708
Advances to affiliate	25,697
	557,405
	$ 9,865,001

See independent accountants' review report and notes to combined financial statements.

PHILIP ROSS INDUSTRIES, INC. AND AFFILIATES
COMBINED BALANCE SHEET
JUNE 30, 2015

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES:	
Current maturities of long-term debt	$ 43,148
Accounts payable and other accrued expenses	3,667,274
Billings in excess of costs and estimated earnings on uncompleted contracts	587,220
Income taxes payable - current	29,352
Total Current Liabilities	4,326,994
LONG-TERM LIABILITIES:	
Long-term debt, less current maturities	93,683
COMMITMENTS AND CONTINGENCIES	
STOCKHOLDER'S EQUITY:	
Common stock	1,000
Retained earnings	5,443,324
Total Stockholder's Equity	5,444,324
	$ 9,865,001

See independent accountants' review report and notes to combined financial statements.

PHILIP ROSS INDUSTRIES, INC. AND AFFILIATES
COMBINED STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE SIX MONTHS ENDED JUNE 30, 2015

CONTRACT REVENUES	$ 10,112,521
CONTRACT COSTS	8,250,392
GROSS PROFIT	1,862,129
GENERAL AND ADMINISTRATIVE EXPENSES	683,469
INCOME FROM OPERATIONS	1,178,660
OTHER INCOME (EXPENSE):	
Interest and dividend income	2,532
Interest expense	(6,771)
Miscellaneous income	35
Total Other Expense	(4,204)
INCOME BEFORE PROVISION FOR INCOME TAXES	1,174,456
PROVISION FOR INCOME TAXES	54,000
NET INCOME	1,120,456
RETAINED EARNINGS, BEGINNING OF PERIOD	4,322,868
RETAINED EARNINGS, END OF PERIOD	$ 5,443,324

See independent accountants' review report and notes to combined financial statements.

Company Dvirka & Bartilucci

Contact Person Bill Merklin, Exec. VP

Address 330 Crossways Park Dr.

City/State Woodbury NY

Telephone 516-364-9880

Fax #

E-Mail Address bmerklin@db-eng.com

Company Cameron Associates

Contact Person Mark Wagner, VP

Address 100 Sunnyside Blvd.

City/State Syosset, NY

Telephone 516-827-4900

Fax #

E-Mail Address mwagner@cameronengineering.com

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 Philip Carlucci
   Date of birth [redacted] / [redacted] / [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 200 Long Island Ave.
   City/state/zip Wyandanch, NY
   Telephone 631-253-3077
   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 6 / 24 / 84 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 6 /24 /84
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 100% ownership

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 ___ YES ___ If Yes, provide details.

   not applicable

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.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 31

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 31

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached list			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached list			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

11. What is the construction experience of the principal individuals

Philip Ross Industries, Inc.
200 Long Island Avenue
Wyandanch, NY 11798
(631) 253-3077

CERTIFIED NY STATE DEPT OF ENVIRONMENTAL CONSERVATION
WELL DRILLER SINCE 1997 (LICENSE # 1776)

PROJECT REFERENCES

PROJECT:	Improvements to Waste Water Pollution Plant
LOCATION:	Greenport
OWNER:	Inc. Village of Greenport
CONTACT:	Rich Hults (516) 364-9880
VALUE:	$6,180,000
COMPLETED:	Completed 8/12
DESCRIPTION:	Dewater existing sludge facilities; install concrete Tanks; BNR system; new screening facilities; Ultra-Violet light disinfection systems; sludge holding tanks; aerobic holding tank; new clarifier internals.

PROJECT:	VOC Treatment at Plant 1
LOCATION:	South Farmingdale, NY
OWNER:	South Farmingdale Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$6,747,000
COMPLETION:	Completed 7/11
DESCRIPTION:	Site work; removals; cast in place concrete; new VOC & Iron treatment bldg; air stripper & iron removal vessels; Mechanical piping; blowers & pumps; HVAC; metals.

PROJECT:	Packed Tower Aeration System
LOCATION:	Community Drive
OWNER:	Water Authority of Great Neck North
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$4,578,000
COMPLETED:	Completed 6/13
DESCRIPTION:	Install packed aeration system; well pumps; piping; Control systems; site work; chemical equipment; asphalt; Sodium hypochlorite system; electrical.

PROJECT:	Construction of Locust Valley Sewer Pump Station
LOCATION:	Locust Valley
OWNER:	Nassau County
CONTACT:	Phil Campisi (516) 579-5856
VALUE:	$1,695,000
COMPLETED:	Completed 6/11
DESCRIPTION:	Site clearing; construction pump bldg; comminutor & pumps; piping; wet well; fuel tank; odor control; Flow elements; electrical; HVAC; plumbing & start up

PROJECT:	Digester Cover Gas Valve Improvements
LOCATION:	Cedar Creek Water Pollution Plant
OWNER:	Nassau County
CONTACT:	Bob Petersen (516) 571-7389
VALUE:	$440,000
COMPLETED:	Completed 6/11
DESCRIPTION:	Replace valves & digester plugs in 9 digesters; Repair Lightening Protection systems; replace Stair assemblies as needed.

PROJECT:	Granular Activated Carbon System
LOCATION:	Plant 7- Contract G & P
OWNER:	So Huntington water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,638,000
COMPLETED:	Completed 1/14
DESCRIPTION:	Removals; construction pump station bldg.; install GAC treatment facility; fuel tank; chemical treatment System; disinfection; GAC vessels; piping

PROJECT:	Nitrate Removal at Plant 8
LOCATION:	Hicksville
OWNER:	Hicksville Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,405,000
COMPLETED:	Completed 4/10
DESCRIPTION:	Site Clearing; Fencing; Landscaping; Concrete; Masonry; Carpentry; Waterproofing; Painting; Airstripping System; Chemical Monitoring; Mechanical Piping

PROJECT:	Nitrate Removal System
LOCATION:	Well 4
OWNER:	Town of North Hempstead & the Pt Washington water Dis.
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,404,000
COMPLETED:	Completed 3/13
DESCRIPTION:	Construction of nitrate system bldg.; paving; replace diesel Engine; concrete; solenoid valves; GAC vessel coating;pumps

PROJECT:	VOC Removal at Plant 4
LOCATION:	East Farmingdale, NY
OWNER:	Town of Babylon
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,051,000
COMPLETION:	Completed 4/11
DESCRIPTION:	Removals; new treatment bldg; mechanicals for New bldg; HVAC system; new chemical treatment System; site work; air stripping tower & assoc. equip

PROJECT:	GAC Filter at Plant 15
LOCATION:	South Huntington
OWNER:	South Huntington Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,045,608
COMPLETED:	Completed 2/10
DESCRIPTION:	Site work; Concrete; Masonry; Stairs; Carpentry; Waterproofing; Modular Absorption System; Caustic; Chemical Monitoring Equip; Mechanical Piping; Electric.

PROJECT:	GAC Treatment at Well 7
LOCATION:	Roosevelt Field Water District
OWNER:	Town of Hempstead
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,186,000
COMPLETION:	Completed 4/11
DESCRIPTION:	Replace well pump; construct new carbon treatment bldg; All mechanical piping & fittings; HVAC; new carbon absorption system.

PROJECT:	VOC Removal at Plant 11
LOCATION:	Greenlawn
OWNER:	Greenlawn Water District
CONTACT:	Rich Humann (631) 756-8000

VALUE:	$1,197,000
COMPLETED:	Completed 9/09
DESCRIPTION:	Site clearing; Concrete; Masonry; Metals; Carpentry; Modular adsorption system; Mechanical; Electric.

PROJECT:	Airstripping for VOC Removal at Well1&2
LOCATION:	Franklin Square
OWNER:	Franklin Square Water District
CONTACT:	Rich Humann (631)- 756-8000
VALUE:	$1,347,000
COMPLETED:	Completed 8/09
DESCRIPTION:	Site Clearing; excavation; paving; concrete; site Water lines; disinfection; leaching pool; landscaping; Floor coating; turbine pumps; air stripping tower; piping.

PROJECT:	GAC Treatment for VOC Removal at Well 7
LOCATION:	Garden City, NY
OWNER:	Inc Vlg of Garden City
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$592,345
COMPLETED:	11/08
DESCRIPTION:	Site clearing; site water lines; fencing; seeding; concrete; Structural steel; metals; water treatment system; carbon; Piping; modular absorption system; painting.

PROJECT:	GAC Treatment for VOC Removal at Plant 11
LOCATION:	Hicksville, NY
OWNER:	Hicksville Water District
CONTACT:	Thomas Carrahill (631) 756-8000
VALUE:	$560,000
COMPLETED:	10/08
DESCRIPTION:	Site clearing; trenching; concrete; fencing; structural steel; Modular absorption system; carbon; piping; valves

PROJECT:	Swimming Pool Rehabilitation
LOCATION:	Salisbury Ave.
OWNER:	Inc. Village of Stewart Manor
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,378,075
COMPLETED:	6/08
DESCRIPTION:	Replace filter bldg; concrete decks; pool gutter; Landscaping; retaining wall; piping; paving; pool liner; Refreshment stand; drainage structures; ventilation.

PROJECT:	Packed Tower Aeration System at Well 12
LOCATION:	Corporate Dr., Westbury
OWNER:	Town of Hempstead & Roosevelt Field Water District
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,402,236
COMPLETED:	11/07
DECRIPTION:	Modify existing pump; construct new aeration bldg; Install packed tower; pumps & blowers; electrical; Control system; ventilation system.

PROJECT:	Perchlorate Removal at Well BDG-1
LOCATION:	Plainview Rd
OWNER:	Bethpage Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$1,178,000
COMPLETED:	8/08
DECRIPTION:	Well head treatment; Site work; Concrete: Masonry; Waterproofing; Modular Iron Exchange System; Piping

PROJECT:	Packed Aeration System at Well 2A
LOCATION:	Old Farm Rd
OWNER:	Town of Hempstead & Levittown Water District
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,100,000
COMPLETED:	12/05
DESCRIPTION:	Replace well pump& motor; build aeration bldg & clearwell; install packed tower; piping; booster pump; Ventilation equipment.

PROJECT:	Airstripping for VOC removal at Plant 2
LOCATION:	Whitson Rd
OWNER:	Plainview Water District
CONTACT:	Tony Trombino (631) 756-8600
VALUE:	$2,300,000
COMPLETED:	5/07
DESCRIPTION:	Install air stripping tower; grading; piping; precast concrete; Fencing; landscaping; masonry; concrete; carpentry; metal work; vertical turbine pumps; HVAC; backflow prevention.

PROJECT:	Airstripping at Plant #10
LOCATION:	Whitson Road
OWNER:	So Huntington water District
CONTACT:	Tony Trombino (631) 756-8000
VALUE:	$1,749,000
COMPLETED:	6/05

DESCRIPTION:	Excavation; booster pumps; piping; mechanical; Chemical storage systems; air stripping system.

PROJECT:	Construction of Wells 11 &12
LOCATION:	Corporate Dr-Westbury
OWNER:	Roosevelt Field Water District/ Town of Hempstead
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,770,000
COMPLETED:	6/05
DESCRIPTION:	Carpentry; roofing; foundations; piping & pumping Equipment; chemical treatment equipment; electrical; Disinfection.

PROJECT:	Olympic Pool Rehab
LOCATION:	Hendrickson Park
OWNER:	Inc. Village of Valley Stream
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,550,000
COMPLETED:	6/04
DESCRIPTION:	Removal of all existing filtration system & swimming pool; Install new swimming pool, decking, lighting, Filtration system; drainage & swimming pool accessories.

of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Philip Carlucci	Pres	30+	All phases	Pres.

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached list			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Not applicable

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

Per plans & specs

PHILIP ROSS INDUSTRIES, INC.
200 LONG ISLAND AVE
WYANDANCH, NY 11798

Quantity	Make	Model	Equipment	Serial #
1	Hitachi	EX200LC	Hydraulic Excavator	14767886
1	Hitachi	EX50	Hydraulic Excavator	1BUP240227
1	Ideco	MES2500	Hydraulic Breaker	1157
1	JCB	1700B	Backhoe	333427
1	'87 Ford	555B	Backhoe	C773880
1	Ditch Witch	6510	Trencher	430807
1	Godwin	WP200	8" Well Point Pump	91488870
1	Godwin	WP200	8" Well Point Pump	90572275
1	Vermeer	88	Trencher	
1			Forklift	
1	Skidsteer	960	Loader	563128N
5			Office Trailers	
1	Grove		18 Ton Iron Crane	69708RT418
1	Cat	DC3XL	Dozer Crawler	4TS1013
1	Volvo	L120C	Loader	10924

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Per plans & specs

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Philip Carlucci

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Harleysville	2 million	11/14 -11/15
Workers Comp	State Ins Fund	statutory	11/14 -11/15
Auto	Harleysville	1 million	11/14 -11/15
Umbrella	AIG	20 million	11/14-11/15

Philip Carlucci
6 Northcote Dr
Melville, NY 11747

Employment:

1984 – Present	Philip Ross Industries, Inc., Wyandanch, NY- President and Project Manager

Experience:

- Sole owner responsible for all phases and departments of company
- Supervisor of all field and administrative personnel
- Project management and coordination.
- Oversight of bids and estimating department in order to continually improve win ratios.
- Sales meetings and making presentations to current and potential customers.
- Oversight of billing and accounting department.
- Field engineering & interpretation engineering blueprints & specifications to identify and describe work scope changes.
- Setting the profit margin for the project and responsible to track job progress, schedule and material costs.
- Attend project meetings with the owners and engineers continually communicating with the various parties and reacting to their needs in a timely manner.
- Oversight of implementation of new technologies and software both in the office and in the field.
- Supervision of all project managers and subcontractor relationships.

Skill Areas:

- Excellent communication skills, both verbal and written.
- Proven engineering/project management skills.
- Ability to identify, prioritize, delegate and conduct appropriate follow up on all variations of project phases.
- Strong planning & organizational skills.
- OSHA oversight and compliance.

- Identify project costs and devise creative alternate solutions/options to common industry obstacles with saved the company time and money.
- Developed relationships with qualified, reliable & competitive subcontractors and vendors.

Education:

State University of NY- Farmingdale Campus
Associates in Business Administration- 1983

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Philip Carlucci Being duly sworn, deposes and says: That he resides at Street, in the City of Melville NY that he is the Pres. of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 27 day of October , 2015.

STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified in Suffolk County
My Commission Expires March 04, 2017

Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is a individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

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.

Philip Carlucci, President

Name and Title of Authorized Representative

m/d/yy

10/27/15

Signature

Date

Philip Ross Industries, Inc.

Name of Organization

200 LongIsland Ave, Wyandanch NY 11798

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name MACE CONTRACTING CORP		Project Name PUMP STATION REPAIR
Bid/ Proposal No. S3P311-06 G	Assistance Agreement ID No. (If known)	Point of Contact
Address 35 PINTAIL RD, NEW ROCHELLE NY		
Telephone No.		Email Address
Prime Contractor Name PHILLIPS INDUSTRIES INC		Issuing/Funding Entity: NASSAU COUNTY

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	PLUMBING	$550,000
	HVAC ODOR CONTROL	$150,000

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	philip Canlucci
Title	Date
PRES	10/27/15

Subcontractor Signature	Print Name
	VLADIMIR BLAISE
Title	Date
PRESIDENT	10/26/2015

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name: Pann Construction Corp		Project Name: Pump Station repair
Bid/ Proposal No.: 538-311-06 G	Assistance Agreement ID No. (if known):	Point of Contact:
Address: 870 Sylvan Ave, Bayport, NY		
Telephone No.: 631-419-1801		Email Address:
Prime Contractor Name: Phil Gross Industries Inc		Issuing/Funding Entity: Nassau Cty

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Excavation & Removals	450,000

DBE Certified By: ___ DOT ___ SBA ✓ Other: NYS DASNY & Empire State Superior Asphalt Quality	Meets/ exceeds EPA certification standards? ✓ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Philip Canlucci
Title	**Date**
pres	10/27/15

Subcontractor Signature	Print Name
Maureen Cannetti	Maureen Cannetti
Title	**Date**
Pres.	10/26/15

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: Philip ROSS INDUSTRIES		Project Name: PUMPSTATION REPAIR
Bid/Proposal No.: 538311-066	Assistance Agreement ID No. (if known):	Point of Contact:
Address: 200 LONG ISLAND AVE, WYANDANCH NY		
Telephone No.: 631 253-3077		Email Address:
Issuing/Funding Entity: NASSAU COUNTY		

I have identified potential DBE certified subcontractors	✓ YES	__ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
MACE CONTRACTING	35 PORTMAN RD NEW ROCHELLE, NY	$700,000	yes (MBE)
DANA CONSTRUCTION	870 SYLVAN AVE BAYPORT, NY	$50,000	yes (WBE)

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Philip Canlucci
Title	**Date**
Pres	10/27/15

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)

I, Philip Carlucci, am the authorized representative of Philip Ross Ind.
Name of Representative — Name of Contractor/Service Provider

I hereby certify that Philip Ross Ind. will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.
Name of Contractor/Service Provider

(i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

(ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.

(iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X _____

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

14-16

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Philip Ross Industries, Inc.

2. Dollar amount requiring NIFA approval: $ 6,200,000.00

Amount to-be encumbered: $ 6,200,000.00 NA

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: 20 months

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 % 100
State % ___
County % ___

All FEMA Funding

Is the cash available for the full amount of the contract? ___ Yes ✓ No NA
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 construction contract provides for furnishing all labor, materials and equipment required for construction-related services under Contract No. S3P311-06G - Pump Station Repair and Mitigation - for Ocean Ave., Mill Rd., Woodmere Blvd. and Longacre Ave. Pump Stations. The Department has publicly bid the construction contract to maintain FEMA eligibility for the construction work. Work will include repair/rehabilitation, code compliance and flood mitigation measures to 'harden' the stations against future storm surges, as incurred during Hurricane Sandy. This contract, in tandem with S3P311-07G, will proceed under th auspices of CM Contract No. S3P311-06M and is expected to have a construction duration of twenty (20) months.

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:

B 02-16

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds $50 K.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 1/4/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2015 before me personally came Ellen T Leonhardt 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 Medical Director of Animal General of East Meadow, 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

JOHN H MCNEAL
Notary Public - State of New York
NO. 01MC6310234
Qualified in Nassau County
My Commission Expires Aug 25, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3rd day of November in the year 2015 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 ✓ 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.

Concetta A. Petrucci

NOTARY PUBLIC

Commission Expires April 30, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2015 before me personally came Ellen T Leonhardt 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 Medical Director of Animal General of East Meadow, 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

JOHN H MCNEAL
Notary Public - State of New York
NO. 01MC6310234
Qualified in Nassau County
My Commission Expires Aug 25, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3rd day of November in the year 2015 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 ✓ 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.

Concetta A. Petrucci

NOTARY PUBLIC

Qualified in Nassau County
Commission Expires April 30, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of June in the year 2015 before me personally came Ellen T Leonhardt 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 Medical Director of Animal General of East Meadow, 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

JOHN H MCNEAL
Notary Public - State of New York
NO. 01MC6310234
Qualified in Nassau County
My Commission Expires Aug 25, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of November in the year 2015 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 ✓ 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.

Concetta A. Petrucci

NOTARY PUBLIC

Qualified in Nassau County
Commission Expires April 30, 2016

Contract ID#: CQHE13000006-04

Department: Health

E-10-16 R11

Contract Details

SERVICE: Medicaid Billing Services

NIFS ID #:CLHE15000014 NIFS Entry Date: 12/12/15 Term: from: 1/1/13 to 12/31/14

New ☐ Renewal ☒	1) Mandated Program:	Yes ☒	No ☐
Amendment ☐	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☐
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
Blanket Resolution ☐ RES#	5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **Sivic Solutions Group, LLC**	Vendor ID# **16 155030**
Address **118 Sylvan Way** **New Hartford, NY 13413**	Contact Person **Siva Kakuturi** Phone **315 868-9777**

County Department
Department Contact **Toni Mason**
Address **60 Charles Lindbergh Blvd, Ste 112** **Uniondale, NY 11553**
Phone **516 227-8612**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
12/11/15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered* ☒	12/11/15	Mason	
	OMB	*NIFS Approval (Contractor Registered)* ☐	12/22/15	[illegible]	Yes ☐ No ☐ Not required if blanket resolution
12/29/15	County Attorney	*CA RE & Insurance Verification* ☑	12/29/15	[illegible]	
12/29/15	County Attorney	*CA Approval as to form* ☑	12/29/15	[illegible]	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/6/16	Coretta A. Petrucce	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/6/16	[illegible]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JAN -8 A 11:55

PR5254 (1/06)

Contract ID#: CQHE13000006-04

Department: Health

Contract Summary

Description:
Medicaid Billing

Purpose:
The contractor will provide Medicaid billing services for the Preschool Special Education Program based on selection from RFP No. HE1109-1143. Contractor to identify Medicaid eligible cases and identify billable services provided. Contractor will obtain service records, produce claims and track all claims and payments and prepare management reports for Nassau County Department of Health.

Method of Procurement:
The vendor was chosen based on an evaluation of proposals submitted from posted RFP # 1109-1143 and a published Newsday classified ad. Review included evaluation of capacity and experience. In addition, payment of services is determined by the amount of revenue generated by billable Medicaid claims produced.

Procurement History:
Contractor's selection was also based on experience and services provided satisfactorily for clients historically.

Description of General Provisions:
The contractor will process claims for Medicaid reimbursement of services provided in the mandated preschool Special Education Program. The Contractor will: Identify children receiving services and their eligibility; obtain all necessary required documentation from providers and submit claim; reconcile claims and report to Nassau County Fiscal agent; communicate and train providers to better maximize reimbursement; produce regular financial reports, screen for referrals, transfers and eligible students as needed; compliant with Medication in Education Claiming/Billing handbook.

Impact on Funding / Price Analysis:
The contractor will be paid at a rate of 10.75% of net retained revenue from Medicaid claim reimbursement for mandated Preschool Special Education services provided. Fee for service is dependent on successfully generating Medicaid eligible claims. Dollar value is variable pending productive claim reimbursement with an estimated gross of $1,848,000 in Medicaid Claims and Federal Medicaid share 50% of $924,000 for 2014.

Change in Contract from Prior Procurement:
- N/A

Recommendation: (approve as submitted)
Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	54
Resp:	5400
Object:	DE511
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$23,111
Federal	$
State	$
Capital	$
Other	$
TOTAL	$23,111

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEHEN5400DE511	$ 23,111
2		$
3		$
4		$
5		$
6		$
	TOTAL	$23,111

12/29/15

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Toni Mason

Date: 12/11/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-10-16

RULES RESOLUTION NO. 11 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND SIVIC SOLUTIONS GROUP, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 5 nayes 0 abstained 2 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Sivic Solutions Group, LLC to provide Medicaid billing services for the Preschool Special Education Program, 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 Sivic Solutions Group, LLC.

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: **Sivic Solutions Group, LLC**

CONTRACTOR ADDRESS: **118 Sylvan Way, New Hartford, NY 13413**

FEDERAL TAX ID #: **16 155030**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on (date)
Potential proposers were made aware of the availability of the RFP by _____(newspaper advertisement, posting on website, mailing, etc.), _____(#) of potential proposers requested copies of the RFP. Proposals were due on _____(dae). _____(#) proposals were receive and evaluated. The evaluation committee consisted of _____ : _____(list members). The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on __6/22/2012_____[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 written request for proposals was issued on November 14, 2011. Contract/RFP HE1109-1143_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Toni Mason

Department Head Signature

12/11/15

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

EDWARD P. MANGANO
COUNTY EXECUTIVE

LAWRENCE E. EISENSTEIN M.D., F.A.C.P.
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF HEALTH
106 CHARLES LINDBERGH BLVD.
UNIONDALE, NY 11553

Contractor Evaluation Form

Contract Number: CQHE13000006.....

Contract Name: Sivic Solutions Group, LLC.....

Service Provided: Medicaid Billing Services for Preschool Special Education

Evaluation Period: From: 1/1/2014 To: 12/31/2014

Evaluator's Name, Title, Phone #: Linda Rennie, PHN V, 516.227.8648.....

Date: 11/18/15.....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

PERFORMANCE EVALUATION FACTORS	Unsatis-factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				X	
b. Timeliness of Service				X	
c. Cost Effectiveness					X
d. Responsiveness to NCDOH Requests				X	
e. Number of Complaints				X	
f. Problem Resolution			X		
Overall Performance Evaluation				X	

Do you recommend the contractor for future contracts? Yes No

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

AMENDMENT NO. III

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Sivic Solutions Group LLC, having an office at 118 Sylvan Way, New Hartford, New York 13413 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHE13000006 between the County and the Contractor, executed on behalf of the County on July 12, 2013, and as amended by Amendment I, County contract Amendment number CLHE14000005 executed on behalf of the County on March 18, 2014 and as amended by Amendment II, County contract Amendment number CLHE15000004 executed on behalf of the County on July 31, 2015 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014, with one (1) available one (1) year option to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement rendered during the period January 1, 2014 to December 31, 2014 (the "2014 Period") was Ninety-nine Thousand Three Hundred Thirty Dollars ($99,330.00); 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 Two Hundred Eighteen Thousand Six Hundred Twelve Dollars ($218,612.00) (the "Maximum Amount");

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Three Thousand One Hundred Eleven Dollars ($23,111.00), payable for Services rendered during the 2014 Period only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided during the 2014 Period shall be One Hundred Twenty Two Thousand Four Hundred Forty-one Dollars ($122,441.00), and further, the maximum amount the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Two Hundred Forty One Thousand Seven Hundred Twenty-three Dollars ($241,723.00) (the "Amended Maximum Amount").

The increase provided under this Amendment shall be payable in accordance with the fee schedule attached to the Original Agreement as Appendix A.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SIVIC SOLUTIONS GROUP, LLC

By: SIVA

Name: SIVAKUMAR KAKUNURI

Title: PRESIDENT

Date: 12/8/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~) Oneida)

On the 8th day of December in the year 2015 before me personally came Kakutkar, Sivakumar to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Oneida; that he or she is the President of Sivic Solutions Group, LLC, 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
Melody K. Fancett

MELODY K. FANCETT
Notary Public, State of New York
Reg. # 01FA6302085
Appointed in Oneida County
My Commission Expires 04/28/2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NOTARIZE

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____, 2015 and amends and is made part of the agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Sivic Solutions Group, LLC. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall

report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
ii) adds any elements or segments to the maximum defined data set;
iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By:_____
Print Name:_____
Title: _____
Date:_____

SIVIC SOLUTIONS GROUP, LLC.

By: [signature]
Print Name: SIVA KARUNKL
Title: PRESIDENT
Date: 11/21/15

AMENDMENT NO. II

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Sivic Solutions Group LLC, having an office at 118 Sylvan Way, New Hartford, New York 13413 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHE13000006 between the County and the Contractor, executed on behalf of the County on July 12, 2013, and as amended by Amendment I, County contract Amendment number CLHE14000005 executed on behalf of the County on March 18, 2014 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2014, with one (1) available one (1) year option to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement rendered during the period January 1, 2013 to December 31, 2013 (the "2013 Period") was Ninety-nine Thousand Three Hundred Thirty Dollars ($99,330.00); 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 One Hundred Ninety-eight Thousand Six Hundred Sixty Dollars ($198,660.00) (the "Maximum Amount");

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Nineteen Thousand Nine Hundred Fifty Two Dollars ($19,952.00), payable for Services rendered during the 2013 Period only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided during the 2013 Period shall be One Hundred Nineteen Thousand Two Hundred Eighty-two Dollars ($119,282.00), and further, the maximum amount the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Two Hundred Eighteen Thousand Six Hundred Twelve Dollars ($218,612.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the fee schedule attached to the Original Agreement as Appendix A.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date January 1, 2014 (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 60 Charles Lindbergh Blvd Uniondale, New York 11553 (the "Department"), and (ii) Sivic Solutions Group LLC, and having an office at 118 Sylvan Way, New Hartford, New York 13413 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHE13000006 between the County and the Contractor, executed on behalf of the County on July 12, 2013 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached hereto as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2013 until December 31, 2013, with two (2) available one (1) year options to renew (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 Ninety-nine Thousand Three Hundred Thirty Dollars ($99,330.00) (the "Maximum Amount"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period January 1, 2014 – December 31, 2014, the "First Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ninety-nine Thousand Three Hundred Thirty Dollars ($99,330.00), payable for services rendered during the First Renewal Year only, 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 One Hundred Ninety-Eight Thousand Six Hundred Sixty Dollars ($198,660.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to the Original Agreement as Appendix A.

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.

SIVIC SOLUTIONS GROUP, LLC

By: _____

Name: SIVAKUMAR KARUVILI

Title: PRESIDENT

Date: 2/12/2014

NASSAU COUNTY

By: _____

Name: Richard Robinson Walker

Title: County Executive

☑ Deputy County Executive

Date: 3/18/14

PLEASE EXECUTE IN BLUE INK

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 2013 (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 Health, having its principal office at 106 Charles Lindbergh Blvd, Uniondale, NY 11553 (the "Department"), and (ii) Sivic Solutions Group, LLC., a privately held corporation, having its principal office at 118 Sylvan Way, New Hartford, NY 13413 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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, 2013 and terminate on December 31, 2013, or such longer period of time as is necessary for the Contractor to submit and complete the processing of a claim to Medicaid seeking reimbursement for services rendered by a Preschool Special Education Provider during the aforesaid twelve month period, unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement under the same terms and conditions for two additional one year periods. The provision above regarding continuation of Contractor's services to complete claim processing after the prior twelve month period shall apply with respect to the renewal periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing Medicaid claim services for Nassau County's Preschool Special Education Program as more particularly described in the Scope of Work attached hereto as Appendix B.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor for the Contractor's services under this Agreement shall not exceed ninety nine thousand three hundred thirty dollars ($99,330), payable in accordance with the contingency fee schedule set forth in Appendix A attached hereto.

(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, and the Business Associates Addendum attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such

request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers'

Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and 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.

(e) The following appendices are attached hereto and are made a part of this Agreement:

Appendix A	Contingency Fee Schedule
Appendix B	Scope of Work
Appendix EE	Equal Employment Opportunities for Minorities and Women
Appendix L	Certificate of Compliance

BUSINESS ASSOCIATE ADDENDUM

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 Two Hundred Sixty-six dollars ($266) 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."

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.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SIVIC SOLUTIONS GROUP, LLC.

By: _____
Name: SIVA KAKUTURI
Title: PRESIDENT
Date: 2/2/2013

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 7/12/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK
COUNTY OF ONEIDA

On the 2 day of FEBRUARY in the year ~~2012~~ 2013 before me personally came KAKUTURI SIVAKUMAR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ONEIDA; that he or she is the PRESIDENT of SIVIC SOLUTIONS GROUP LLC 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

ERIC D. WIARS
Notary Public, State of New York
Appointed in Oneida County #01WI5005244
My Commission Expires November 30, 2014

STATE OF NEW YORK
COUNTY OF NASSAU

On the 12 day of July in the year 2013 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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.

[redacted]

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:

   SIVA KAKUTURI (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/2/2013
Dated

Signature of Chief Executive Officer

SIVA KAKUJURI
Name of Chief Executive Officer

Sworn to before me this

2 day of FEBRUARY, 2013

Notary Public

ERIC D. WIARS
Notary Public, State of New York
Appointed in Oneida County #01WI5005244
My Commission Expires November 30, 2014

Appendix A- Contingency Fee Schedule

The maximum amount to be paid to the Contractor for the Contractor's services under this Agreement shall not exceed ninety nine thousand three hundred thirty dollars ($99,330). Payment shall be made on a percentage basis, as described below, in accordance with County's payment procedure set forth in Section 3 of the Agreement.

Estimated Medicaid Claims	*$1,925,000
96% acceptance rate	*$1,848,000
Total Medicaid	***$1,848,000**
Federal Medicaid share 50%	*$924,000
CMS fee 10.75% of Federal share	***$99,330**

***Please note**: the dollars amounts provided above are all estimates. Actual amounts may be less than what is provided for herein.

Appendix B-SCOPE OF WORK

a. Service Summary

- Identify all preschool children receiving services, determine their Medicaid eligibility, work with providers to obtain required documentation, train providers on document requirements, submit claims based on documentation, reconcile claims versus payments and report periodically to Nassau County. CMS will take full responsibility for the production of Medicaid claims as described in the Medicaid in Education Claiming/Billing Handbook.
- Analyze existing documents used in procedures followed, make recommendations for improvements, if deemed necessary, to streamline data collection and claims submissions.
- Develop and implement a process to enable Nassau County to assume responsibility for Medicaid claims in as seamless a manner as possible, when Nassau County deems it appropriate. CMS will provide training to Nassau County staff in order to develop and implement internal policies and procedures for Medicaid claiming.

b. Proposed Process and System Solution

PHASE I: MEDICAID CLAIMS GENERATION

CMS proposes to continue full responsibility for the production of Medicaid claims. This will involve the:

- continued identification of Medicaid eligibles;
- continued communication with and training of contract service providers on appropriate documentation and Medicaid requirements;
- continued collection and analysis of documentation from providers;
- continued follow-up with providers when the requested documentation is inadequate or not forthcoming;
- continued production of actual claims through state-sponsored software;
- continued reconciliation of claims to ensure that any rejected claims that are re-billable are done so in a timely manner; and
- continued production of management and financial reports.

CMS will be responsible for the following:

Confirm Medicaid Eligibility

- screen all enrolled classified students for Medicaid eligibility
- screen new referrals and transfers
- generate an updated list of identified Medicaid eligible students
- periodic review of previously unidentified Medicaid eligibles to determine if status has changed and to confirm if have Medicaid
- establish a "watch list" for students no longer showing eligibility for Medicaid to monitor possible re-enrollment from a break between enrollment periods

CMS will review the payment forecast file to determine which children are receiving billable health related services or evaluations.

Review of Supporting Documentation Maintained by the Providers

- assure that the IEP lists frequency and duration of all related services to be claimed
- assure that the need for and type of special transportation is indicated on the IEP (i.e., bus with aide, door-to-door pickup)
- assure that the need for skilled nursing services included as a related service on the IEP
- assure that the proper signed and dated parental consent form is on hand for all Medicaid eligible students for each IEP period
- assure that the signed and dated prescriptions are on hand for all services
- assure new prescription(s) have been written if an IEP is amended to change frequency or duration of the service during the year
- maintain a file of provider credentials by checking the New York State Professional Licensing website
- maintain a file of speech observations conducted by speech language pathologists (SLP' S) for students serviced by Teachers of the Speech and Hearing Handicapped (TSHH's)
- maintain a file of Physical Therapy (PT) and Occupational Therapy (OT) observations conducted by Physical Therapists and Occupational Therapists for students serviced by Physical Therapy Assistants (PTA) and Occupational Therapy Assistants (OTA)
- assure that Psychological Counseling is claimed for only services provided by a Licensed Clinical Social Worker (LCSW), Licensed Master Social Worker (LMSW), NYS Licensed Psychologist or Psychiatrist
- assure that the LMSW is under supervision of either a LCSW or a NYS Licensed Psychologist or Psychiatrist

Service providers will continue to send their service documentation directly to CMS. CMS will analyze the documentation quickly and request additional documentation if not all Medicaid requirements have been satisfied. CMS will review the service data from providers for completeness and accuracy. If deficiencies are noted, the provider will be contacted to request the missing data.

Provide Claiming Services

- Preparing and Filing of Claims
  - review of forms to assure all necessary service delivery date information is recorded, in addition to being signed and dated
  - confirm services are not claimed before the date of the prescription
  - for services provided by OTA, PTA or TSHH, assure no claim is made for services delivered before the date of the initial observation
  - confirm that providers are not listed on the federal Medicaid exclusion list
  - check special transportation documentation on the IEP to confirm it lists pick up or drop off times and locations for students to be claimed, in addition to being signed and dated by the driver

- upon determination that all supporting documentation is in place, produce Medicaid claims monthly through the State's web based claiming system, using the service records provided by Nassau County service providers
- claim each session of services in accordance with the IEP. Claims will not be filed until the service is reported on the payment forecast file
- maintain all files in electronic format
- update claiming database and have available to the County as requested
- claim eligible services within 22 months of the date of service delivery in order to meet the 24-month statutory limitation on reimbursement

If the proper documentation is not available, services will not be claimed for reimbursement from Medicaid in order to ensure the County will not have to repay Medicaid revenues.

- Tracking and Payments of Claims
  - monitor and track all claims and payments to ensure all claims are appropriately adjudicated and received in a timely manner
  - communicate with the State Education or Health Departments and the local and Central NY Regional Information Centers (RIC) to address policy, system and payment issues, if necessary

- Audit and Gap Analysis
  - audit submitted claims for accuracy in documentation and data entry
  - develop gap analysis to compare forms received by service providers against eligible students with an IEP

- Reconcile Payments
  - reconcile all claims using the State provided Medicaid remittance files
  - analyze all denials to ensure they are appropriate
  - resubmit rejected claims for payment if the related issue can be resolved

Work with Providers

- provide updated eligibility lists as new students become eligible or current students are no longer eligible
- provide list of parental consents needed for Medicaid eligible students including those consents due to expire
- provide list of prescriptions needed for the Medicaid eligible students
- provide updated list of Medicaid eligible students receiving special transportation requiring transportation logs
- gap analysis results to compare forms received from service providers against eligible students with an IEP
- confirm receipt of Provider Agreement and State Reassignment from each contract service provider

Communicate with Nassau County Staff

- maintain continuous communication with various levels of administration via meetings, emails, telephone calls or fax transmissions

PHASE II: OPERATIONAL ASSESSMENT AND TRAINING

CMS will assess documents used and the flow of data for preschool education purposes with the primary goal of integrating Medicaid into the Preschool Special Education Program.

Planning Session with County Staff

- discuss the established procedures for Medicaid claims generation currently used by CMS
- make decisions regarding available staff to be assigned to this initiative, their roles and the required training that will result in an operational plan for the transition
- review the data currently being collected for Medicaid claims production and discuss any required changes
- review all forms currently in use by Nassau County preschool Program to document service delivery and the ones used by CMS for Medicaid purposes. If changes are necessary, CMS will assist in drafting new documents
- explore new ideas, including recommendations for streamlining procedures to generate greater operational efficiencies

Training of County Staff and Providers

- offer one face-to-face instructional session to service providers on the documentation requirements for Medicaid
- arrange periodic training for providers as needed to review changes to Medicaid regulations and document retention from claim year forward
- train key administration and service staff from the County on the Medicaid program requirements as it relates to the documentation requirements
- solicit suggestions from County staff to improve forms, procedures and workflow
- ensure County staff is conversant with the New York State Education Medicaid website
- monitor the implementation of the internal billing processes to insure County staff is able to effectively implement the new Medicaid claiming procedures, if the County chooses to process Medicaid claims internally

Provide Audit Assistance

- provide assistance, as needed, with gathering documentation to comply with state Medicaid audit

CMS will take the lead role in requesting and organizing documentation to assist the County in complying with any Medicaid audits.

Provide Medicaid Audit

- audit claims paid to determine if all claims have proper backup documentation. The same procedures that state auditors use for auditing will be followed.

- examine the procedures and storage of Medicaid documentation

Produce Management Reports

- produce monthly reports to reflect claiming and payment activity
- discuss additional reporting needs with the County and the schedule of production

CMS will create report that identifies Medicaid children comparing claimed services and to unclaimed services, including the percentage of claims lost due to State requirements not being met. CMS will create report listing the County's net cost to providers and the total amount received in reimbursement. See Section d for additional report information and samples.

Annual Quality Assurance Review

- perform a mini Corrective Action Review to analyze a sample of claims
- test the quality of the documentation supporting claims
- prepare a report of the findings
- make recommendations for improvements, if necessary

c. Implementation Schedule

Phase I: CMS is prepared to continue work on the first Phase of this contract, Medicaid Claims Generation, immediately upon being awarded the contract. CMS has an effective process for communicating with service providers. Given the relationship built with the providers during the past nine years, we expect continuous cooperation from the service providers.

Phase II: The Gantt chart for this initiative, Operational Assessment and Training, follows and lists the steps and the related timeline necessary for implementation. This initiative can start whenever Nassau County is ready to implement this plan.

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is made part of the Agreement to which it is attached, as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement" by and between (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of (collectively, the "County"). The County, and the Contractor mutually agree to incorporate into the Agreement the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling

of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) [post at URL < http://www.nassaucountyny.gov/privacy.html> the County's current Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520;] or [inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;]

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iii) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity

to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____

Print Name: Richard R. Walker

Title: Chief Deputy County Exec

Date: 2/12/13

SIVIC SOLUTIONS GROUP, LLC.

By: _____

Print Name: SIVA KAKUURI

Title: PRESIDENT

Date: 2/28/2013

E-10-16

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SIVIC SOLUTIONS GROUP, LLC

Address: 118 SYLVAN WAY

City, State and Zip Code: NEW HARTFORD, NY 13413

2. Entity's Vendor Identification Number: 16-1555030

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):

SIVA KAKUTURI

CHANDANA KAKUTURI

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.

SIVA KAKUTURI

CHANDANA KAKUTURI

91-01-3

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/24/15

Signed:

Print Name: SIVA KAKUNI

Title: PRESIDENT

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. Vendor: Sivic Solutions Group, LLC

2. Dollar amount requiring NIFA approval: $ 23,111

Amount to be encumbered: $ 23,111

This is a _____ New contract _____ Advisement __X__ 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: 1/1/14=12//31/14

Has work or services on this contract commenced? __X__ Yes _____ No

If yes, please explain: **Contractor paid commission basis on revenue generated claiming Medicaid**

4. Funding Source:

__X__ General Fund (GEN)
____ Police District Fund (PDD)
____ Police Headquarters Fund (PDH)
____ Fire Commission Fund (FCF)
____ Sewer & Storm Water Fund (SSW)
____ Capital Improvement Fund (CAP)
____ Red Light Camera Fund (RLC)
____ Public Utility Authority (PUA)
____ Grant Fund (GRT)

Federal % _____
State % _____
County % 100%

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amend contract to increase dollar amount. Medicaid reimbursement exceeded our estimates and we authorized continued claiming services over our original estimate. Fee is 10.75% of the Federal Share (50%) of our Medicaid revenue.

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:

N/A

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

See attached documentation summary by Vendor

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Allen 12/22/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 12/22/2015
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 5:56 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 12 2015 DEC 2015
INDEX :
ORGANIZATION : HE HEALTH DEPARTMENT
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	AA	SALARIES,	14,760,236	14,760,236	14,081,107	679,129
	BB	EQUIPMENT	53,000	89,000	55,816	33,184
	DD	GENERAL EX	1,331,050	1,295,050	704,154	590,896
	DE	CONTRACTUA	392,330	392,330	227,152	165,178
	DG	VAR DIRECT	5,000,000	5,000,000	1,250,000	3,750,000
	HF	INTER-DEPA	6,620,845	6,620,845	3,341,687	3,279,158
	PP	EARLY INTE	135,000,000	135,000,000	113,642,720	21,357,280

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 12/22/2015
LINK TO: VENDOR SUMMARY 5:57 PM
ACTIVE
FISCAL MO/YEAR : 12 2015
VENDOR NUMBER : 161555030 01 SIVIC SOLUTIONS GROUP, LLC
VENDOR ALPHA : SIVIC SOLUTIONS GROUP,

S VENDOR SUMMARY	DEC 2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	-57,038.67	3,944.73
RETAINAGES	.00	.00	.00
ACCRUALS	.00	-14,419.32	.00
PAYMENTS	.00	91,409.99	292,253.51
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	91,409.99	91,409.99
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 12/22/2015
LINK TO: VENDOR SUMMARY 5:58 PM
ACTIVE
FISCAL MO/YEAR : 13 2014
VENDOR NUMBER : 161555030 01 SIVIC SOLUTIONS GROUP, LLC
VENDOR ALPHA : SIVIC SOLUTIONS GROUP,

S VENDOR SUMMARY	ADADJ2014	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	-14,419.32	18,914.10	60,983.40
RETAINAGES	.00	.00	.00
ACCRUALS	14,419.32	-24,009.61	14,419.32
PAYMENTS	.00	182,011.75	200,843.52
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	182,011.75	182,011.75
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G014 - RECORD FOUND