

**NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK
SEPTEMBER 26, 2016 1:00 P.M.**

1. Agenda

Documents:

[R-9-26-16.PDF](#)

2. Contracts

Documents:

[E-209-16 NCWEB.PDF](#)
[E-206-16 NCWEB.PDF](#)
[E-210-16 NCWEB.PDF](#)
[E-220-16 NCWEB.PDF](#)

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTEE

ON

MONDAY, SEPTEMBER 26, 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

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

Dated: September 19, 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>.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

SEPTEMBER 26, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-206-16	PK	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AN MUSEUMS AND SMITH & DEGROAT REAL ESTATE. E-206-16
E-209-16	HS	R	<u>RESOLUTION NO. -2016</u> 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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND RICHARD REMAURO. E-209-16
E-210-16	DA	R	<u>RESOLUTION NO. -2016</u> 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 AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING. E-210-16
E-220-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. E-220-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
B-4-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	TS	R	<u>RESOLUTION NO. -2016</u> 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 DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLE. E-51-16
E-56-16	AT	R	<u>RESOLUTION NO. -2016</u> 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. E-56-16
E-66-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-161-16	PW	R	<u>RESOLUTION NO. -2016</u> 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 LOOKS GREAT SERVICES, INC. E-161-16
E-182-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-188-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN OUTSIDE COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. E-188-16
E-204-16	IT	R	<u>RESOLUTION NO. -2016</u> 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 INFORMATION TECHNOLOGY AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC. E-204-16
E-207-16	BU	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND KPMG LLP. E-207-16
U-16-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16
U-64-16	AT	R	<u>RESOLUTION NO. -2016</u> 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 ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. U-64-16

Duplicate Redacted Version

E-209-16

Contract ID#: COHS14-0000-97



Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services

Contract Details

SERVICE: Information & Referral - Mental Health

NIFS ID #: CLHS16000029

NIFS Entry Date: 07/28/2016

Term: from 9/1/14 to 08/31/17
Period 9/1/16 - 08/31/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Richard Remauro	Vendor ID#
Address	Contact Person Richard Remauro
	Phone 631-355-6125

County Department
Department Contact: Geri Appel
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-7088

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)	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA RE&I Verification	<input type="checkbox"/>		
	County Attorney	CA Approval as to form	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>		

2016 SEP 19 P 5:12

PR5254 (8/03)

RECEIVED
CLERK OF THE LEGAL ATTORNEY
MASSACHUSETTS

Contract ID#: CQHS14-0000-97Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services

Contract Summary

Description:
Purpose: Enter into a personal services contract with a highly qualified candidate to provide community resources, referrals and linkages, education, information, short-term counseling and crisis intervention.
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by James Dolan.
Procurement History: This professional is a new relationship with the Department. Award was based on job listing on Monster.com from July 17 – August 15, 2014.
Description of General Provisions: Provide 1920 billable hours of professional service consisting of preparing reports, update databases and including resources guides. The candidate will stay apprised of changes in community-based services, in peer-run and self-help programs, monitor agency wait lists and other programmatic developments.
Impact on Funding / Price Analysis: Reimbursement for Behavioral Health Hotline Coordinator at a rate of \$41.20 per hour.
Change in Contract from Prior Procurement: none.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1502
Object:	511
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$39,552.00
Federal	\$
State	\$39,552.00
Capital	\$
Other	\$
TOTAL	\$79,104.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	HSGEN1502 – DE511	\$79,104.00
4		\$
5		\$
6		\$
TOTAL		\$76,104.00

RENEWAL	
% Increase	0
% Decrease	

Document Prepared By: Geri AppelDate: 07/28/2016

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
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Richard Remauro - CLHS16000029

2. Dollar amount requiring NIFA approval: \$ 76,104.00

Amount to be encumbered: \$ 76,104.00

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: 9/1/16 - 08/31/17

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 % 50
County % 50

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:

Provide professional services that include providing community resources, referrals and linkages, education, information, problem-solving, assessment, short-term counseling and crisis intervention.

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:

CQHS14000097 \$76,800.00

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
-----------	-------	------

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature	Title	Date
-----------	-------	------

Print Name

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Richard Remauro

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

8/1/16

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.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: RICHARD REMARKO

Dated: 7-18-2016

Signed: R. Remarko

Print Name: RICHARD REMARKO

Title: LMHC

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7-18-16

Signed:

Print Name:

Title:

Richard Remano

RICHARD REMANO

LMHC

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name RICHARD REMAURO
Date of birth _____
Home address _____
City/state/zip _____
Business address SAME
City/state/zip SAME
Telephone _____
Other present address(es) NONE
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) INDIVIDUAL CONTRACTOR (PERSONAL SERVICE)
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. INDIVIDUAL CONTRACTOR
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Remano, 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 12th day of July 2016

B. On July
Notary Public

BEATRICE W. CAMBRIDGE
NOTARY PUBLIC, State of New York
No. 4888611
Qualified in Nassau County
Commission Expires July 28, 2018

Name of submitting business: RICHARD REMANO

By: RICHARD REMANO
Print name

Richard Remano, LLC
Signature

CASE MANAGER - TREATMENT COURT
Title

7/12/2016
Date

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- ~~INDIVIDUAL~~
- 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. 30 YEARS

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. L.M.H.C. Since 2006

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work. SEE RESUME

Company NEW HORIZON COUNSELING CTR.

Contact Person JAINOOL RAMJOHN

Address 720 21ST ST.

City/State BROOKLYN, NY

Telephone 347-546-6323

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, RICHARD REMAURO, 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 12th day of July 2016

B. Ann Ledy
Notary Public

BEATRICE W. CAMBRIDGE
NOTARY PUBLIC, State of New York
No. 4868811
Qualified in Nassau County
Commission Expires July 28 2018

RICHARD REMAURO
Name of submitting business

RICHARD REMAURO
Print name

R. Remauro
Signature

2.M.H.L.
Title

7 / 12 / 2016
Date

Richard Remauro M.A., L.M.H.C.

Twenty-eight years of clinical and administrative experience managing mental health, substance abuse, and other human service programs.

2009 – Present New Horizon Counseling Center Far Rockaway, N.Y.

Project Hope Team Leader/ LMHC

- Train and supervise crisis counselors to teach evidence based Skills for Psychological Recovery (SPR) to Hurricane Sandy survivors
- Develop strategies to provide optimal outreach and services to the affected community
- Establish and supervise SPR and support groups.
- Provide public relations networking with healthcare, legal, financial, vocational and many other community resources
- Assure that all FEMA, OMH, and agency policies, regulations, and procedures are maintained
- Supervise and review all documentation, reports, and statistics
- Provided group and individual therapy at Dual Diagnosed Mental Health Clinic.

Case Management Director

- Managed the overall operation for Dual Diagnosed Case Management Program of 180 bed adult home
- Provided group and individual supervision for all staff.
- Established community outreach and marketing referral base
- Represented agency in monthly OMH meetings and assured adherence to all procedures and regulations
- Regularly lead management and clinical meetings in conjunction with onsite mental health clinic
- Led in the development and supervision of all mental health and substance abuse groups
- Developed and led Men's Trauma Recovery --group and individual therapy
- Provided vocational training and placement
- Hiring and dismissal of staff
- Reviewed all quality assurance and utilization reviews
- Assured that overall environment complied with OSHA standards for safety, security, and accessibility
- Assure that all documentation and reports were completed on time in accordance with OMH regulations

PROS Program Manager F.E.G.S. 2006-2009 Copaigue, N.Y.

- Led management team in daily operations for Personalized Recovery Oriented Services (P.R.O.S.),
- Coordinated and provided outreach, referral base, and marketing
- Initiated and supervised evidence based practice (EBP) of Integrated Dual Diagnosed Treatment
- Designed and coordinated program schedule of over two hundred groups and services
- Specialized in treatment for trauma and abuse survivors (substance abuse and mental health treatment)

- Initiated and supervised psychiatric and vocational rehabilitation component
- Initiated and supervised Family Psycho Education group and services (EBP)
- Provided Dialectical Behavioral Treatment (EBP)
- Developed behavioral plans and groups for Dual Diagnosed (Psychiatric/Developmental Disabilities)
- Implemented and supervised Cognitive Remediation program (EBP)
- Researched, developed, and supervised program track for forensic clients
- Provided weekly group and individual supervision for clinical staff
- Led daily interdisciplinary team meetings for staff and interns
- Supervised all documentation, records, and statistics on CAIRS (NYS data base).
- Substituted for director of Behavioral Health Services for L.J.
- Participated in numerous agency wide planning committees
- Led crisis workers in Project Liberty in response to World Trade Center disaster
- Provided expertise in outreach and training presentations

Supervisor/Asst. Program Manager F.E.G.S. 1996-2006 Copaigue, N.Y

- Assisted in the development and management of L.P.R.T. program
- Supervised staff individually and teams for providing mental health and substance abuse services
- Assisted in marketing and outreach for developing program referral base
- Researched and developed community resources, supports, and referrals
- Trained and supervised all clinical staff and peer specialists
- Performed all intake assessments
- Led crisis intervention team
-
- Supervised staff compliance with all documentation, records, and statistics

Senior Psychodiagnostician F.E.G.S. 1987 – 1996 Brooklyn, N.Y.

- Assisted in supervision of staff
- Assisted in program development
- Assisted in intake assessments
- Led wide range of clinical, vocational, and substance abuse groups.
- Provided clinical treatment for caseload
- Provided group and individual therapy.

1986 – 1987 Middlesex County Correctional Center New Brunswick, N.J.

Psychologist

- Provided broad range of psychological services in the medical/psychiatric unit of correction facility
- Managed crisis and suicide prevention and intervention
- Evaluated forensic population for housing, special needs and psychiatric hospitalizations
- Testing and evaluation of potential correction officers.
- Writing psychological reports.

Education and Credentials

- Licensed Mental Health Counselor (2006- present)
- Received FEES – Annual Alfred Miller Award for excellence in providing agency services
- Completed course in Dialectical Behavioral treatment (D.B.T.)
- Graduated John Jay College of Criminal Justice, C.U.N.Y., B.A./M.A. in Forensic Psychology (Accelerated Program) Cumulative G.P.A.: 3.89, Deans list: 1980 – 1986; Summa Cum Laude

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number:

Certificate Number:

REMAURO RICHARD



is registered to practice in New York State through 10/31/2017 as a(n)
MENTAL HEALTH COUNSELOR

LICENSEE/REGISTRANT

David M. Hoff
EXECUTIVE SECRETARY

Paula E. Davis
COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct. It has not been tampered with and is an original, not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

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

Date: 7-18-2016

1) Proposer's Legal Name: RICHARD REMANO

2) Address of Place of Business: _____

List all other business addresses used within last five years:

NONE.

3) Mailing Address (if different): SAME.

Phone _____

Does the business own or rent its facilities? YES

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a (check one): ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction None

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXIST

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NO CONFLICT EXISTS

IF A CONFLICT ARISES, I WILL NOTIFY THE COUNTY AND BE GUIDED ACCORDINGLY

COUNTY OF NASSAU

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

1. Name of the Entity: RICHARD REMAURO

Address: _____

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture

_____ Ltd. Liability Co _____ Closely Held Corp _____ Other (specify) INDIVIDUAL PERSONAL SERVICE CONTRACT

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

NONE

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

NONE

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 7/16/16

Signed: Richard Romano

Print Name: RICHARD ROMANO

Title: L.M.H.C. - CASE MANAGER

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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.

EDWARD P. MANGANO
COUNTY EXECUTIVE



JAMES R. DOLAN, JR., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7076
behavioralhealth@hhsnassaucountyny.us

June 20, 2016

Richard Remauro

Dear Mr. Remauro:

By means of this letter, in accordance with paragraph (1) and paragraph (3)(a)(iii)(A) of your 2014-2016 agreement, please be advised that Nassau County, on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services wishes to extend an offer for an additional year with the maximum amount for the 2016-2017 year of the 2014-2016 agreement being \$79,104.00, payable at the rate of **Forty One Dollars and Twenty Cents (\$41.20)** per hour. The total number of billable hours shall not exceed **One Thousand Nine Hundred Twenty (1920) billable hours**.

The purpose of this funding is to continue service delivery as defined in Paragraph 3 of the existing 2014-2016 Agreement and will cover the calendar period September 1, 2016 through August 31, 2017.

Upon your review of this letter, please sign on the appropriate line below to indicate your acceptance of the maximum amount listed above. Return the signed letter with original signature in blue ink, along with your administrative service charge of \$266.00 in accordance with paragraph 20 of your 2014-2016 contract to the attention of Geri Appel at the Department's address above. As your contract states in paragraph (3)(a)(iii)(A), you have thirty days to accept or reject this offer. Failure to accept the offer within thirty (30) days is considered a rejection of the offer and the Agreement will terminate on August 31, 2016.

If you have questions or require additional information, please contact Geri Appel via email at Geri.Appel@nassaucountyny.us Thank you for your cooperation.

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

Please sign in blue ink to indicate acceptance of the proposed extension of your contract as identified above:

Signature: Richard Romaine

Title: L.M.H.C. - CASE MANAGER

Date: 7-18-16

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of July in the year 2016 before me personally came
X RICHARD REMOND 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
_____ 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.

[Signature]
NOTARY PUBLIC

BEATRICE W. CAMBRIDGE
NOTARY PUBLIC, State of New York
No. 4868611
Qualified in Nassau County
Commission Expires July 28, 2017 29 6 1 5

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came
X _____ 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

FAML6450 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
ORGANIZATION SUMMARY INQUIRY

07/28/2016

2:53 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 07 2016 JULY 2016

INDEX : HSGEN1502

MENTAL HEALTH COURT SERVICES

ORGANIZATION :

CHARAC / OBJECT : E20 DE

CONTRACTUAL SERVICES

FOTF FUND SFND :

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
DE500		MISCELLANEOUS CONT	350,000			350,000
DE511		PROGRAM AGENCIES	122,307	-778,640	82,947	818,000
DE524		MEDICAL/PSYCHIATRI	350,940	39,473	122,193	189,274
		EXPENDITURE TOTAL	823,247	-739,167	205,141	1,357,274

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

NO 14 - RECORD FOUND

RICHARD REMAURO

198

50-7385/2214

7/27/16

DATE

PAY TO THE
ORDER OF

TREASURER OF NASSAU COUNTY \$266⁰⁰

Two - Hundred and sixty - six DOLLARS

Bethpage 

Federal Credit Union
Bethpage, New York 11714

FOR Contract fee

SIGNATURE

Richard Remauro

Account Number: NY REMR 2260

Date: 7/26/16 Initials: MICHELE

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
RICHARD REMAURO

Additional Named Insureds:

Type of Work Covered: MENTAL HEALTH COUNSELOR

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 10/01/2014

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY		10/01/16	10/01/17	500,000 1,000,000

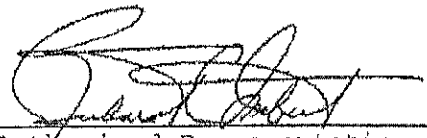
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:
Name: RICHARD REMAURO

Address:

APA 00138 00 (06/2014)


Authorized Representative

Contract ID#: CLPK 06000052 11

E-206-16
 Department: Parks, Rec & Museums
E-206-16

Service: Landmark Unit Administration

Amendment #8 Extend Term
 Existing Term: Oct 2006 to Dec 31, 2016

Contract Details

NIFS ID # CLPK : NIFS Entry Date: 8/10/16 Original
CLPK 16000005 Commencement Date: 10/2006 -10/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
RES#		

Agency Information

Vendor		County Department
Name: Smith & DeGroat Real Estate	Vendor ID# 02-0763626	Department Contact Eileen Krieb
Address 27 E. Jericho Turnpike Mineola, New York 11501	Contact Person: Marty Schackner	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
E-mail: MSchackner@sd-cre.com	Phone 516-248-6905 Fax 516-741-4887	Phone (516) 572-0378 Fax: 516-572-0227

Routing Slip

Brian Nugent Chief Dep. Commissioner

Date: 8/19/16 8/24/16

Frank Camerlengo, Dep. Commissioner

Date: 8/19/16 8/24/16

Eileen Krieb, CSR

Date: 8/17/16 8/24/16

DATE	DEPARTMENT	Internal Verification	SIGNATURE	Leg. Approval Required
<u>8/24/16</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>8/19/16</u> <u>8/24/16</u> [Signature]	
<u>8/25/16</u>	OMB	NIFS Approval (Contractor Registered)	<u>8/25/16</u> [Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>8/24/16</u>	County Attorney	CA RE & Insurance Verification	<u>8/30/16</u> [Signature]	
<u>8/30/16</u>	County Attorney	CA Approval as to form	<u>8/30/16</u> [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA		
	County Attorney	NIFS Approval		
	Comptroller	NIFS Approval		
	County Executive	Notarization Filed with Clerk of the Leg.	<u>9/4/16</u> [Signature]	

Contract ID#: CQPK06000052 11Department: Parks, Rec & Museums

Contract Summary

Description: The County owns certain properties located in various parks and preserved within the County that have been used for residential and business purposes. These properties were formerly managed by Friend of Long Island's Heritage (hereinafter, "Friends"). However their management has fallen to the County when Friends dissolved. Many of these properties have been occupied for years and are still occupied by persons who have signed use and occupancy agreements with Friends in the past. The County wishes to allow individuals to use these properties as residences in order to generate income for the County. In addition, the County wishes to allow individuals to use those properties that are currently unoccupied.

Purpose: The purpose is to extend the term of the existing contract for an additional 2 months until the end of December 2016

Method of Procurement: S&D was procured initially via a Request for Proposals issued Dec 15, 2005. The present Contract no. CQPK0600005 has had several amendments. A new Request for Proposals has been issued and pending evaluation. During this interim the contact term is being extended to accommodate the approval procedure.

Procurement History: see above Method of Procurement.

Impact on Funding / Price Analysis: The amendment has no impact on Funding. n/a

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	Pkgen 1100
Control:	
Resp:	
Object:de	500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$ 423,500
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
TOTAL	\$ 423,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen 1100 de 500	\$ 423,500
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 423,500

Document Prepared By: L. RosenthalDate: 8/16/16

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 <u>[Signature]</u>
Name	Name	Date <u>9/2/16</u>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Smith & DeGroat Real Estate

2. Dollar amount requiring NIFA approval: \$ 423,500

Amount to be encumbered: \$ 423,500

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: 10/2006-12/2016

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

If yes, please explain: _____

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

The purpose is to extend the term of the existing contract for an additional 2 months until the end of December, 2016.

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 *Robert M. Kelly* Title _____ Date 8/28/16

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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,
RECREATION AND MUSEUMS AND SMITH & DEGROAT REAL
ESTATE

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & DeGroat Real Estate, extending the term by two months, to provide and inventory and evaluation of County real estate assets, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Smith & DeGroat Real Estate.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E. Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: 02-0763626

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on December 8, 2011. 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 and evaluated. RFP was originally issued on December 15, 2005. This is an amendment to extend the term while a new RFP is being processed.

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

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

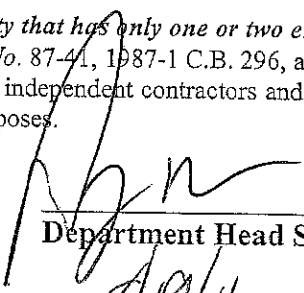
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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



Department Head Signature

8/19/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None.

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

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

Dated: August 11, 2016

Signed: [Signature]

Print Name: Matthew L. Smith

Title: President

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Matthew L. Smith
2. Date of birth 11 / 19 / 1962
Home address 3 Fathers Court
City/state/zip Dix Hills, NY 11746
Business address 27 East Jericho Turnpike
City/state/zip Mineola, NY 11501
Telephone 516-248-6905
Other present address 888 Veterans Memorial Highway
City/state/zip Hauppauge, NY 11788
Telephone 631-761-9220
List of other addresses and telephone numbers attached
3. Positions held in submitting business and starting date of each (check all applicable)
President 06 / 01 / 2002 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other)
4. Do you have an equity interest in the business submitting the questionnaire?
NO YES X If Yes, provide details. 100% Ownership.
5. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
NO X YES If Yes, provide details.

6. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☐ YES ☒ ; If Yes, provide details. 24% Ownership in Standard Valuation Services.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☐ YES ☒ If Yes, provide details. Villages of Mineola, Williston Park, East Rockaway, Floral Park, Island Park, Roslyn, Roslyn Estates. City of New York, NYS DOT Region 10/11. IRS.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

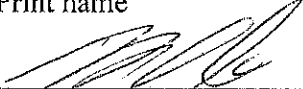
Sworn to before me this 11th day of August 2016

Neal D. Peysner
Notary Public

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

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

Matthew L. Smith
Print name


Signature

President
Title

08 / 11 / 2016
Date

APPENDIX C

BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "non-applicable." No blanks.

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

Date: August 11, 2016

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

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

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

3) Mailing Address (if different): _____

Phone : 516-248-6905

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 064744147

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

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership X Corporation _____
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: Share space with Standard Valuation Services.

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 ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such

conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist please expressly state "No conflicts exist"**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

No conflicts exist. _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

No conflicts exist. _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

No conflicts exist. _____

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

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

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

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

- B. Indicate number of years in business. 62

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

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company North Hempstead Housing Authority

Contact Person Sean T. Rainey, Executive Director

Address 899 Broadway

City/State Westbury, NY 11590

Telephone 516-627-6433

Fax # 516-627-8476

E-Mail Address sraineynhha@optonline.net

Company The Hagedorn Foundation

Contact Person Darren Sandow, Executive Director

Address 225 Bryant Avenue

City/State Roslyn, NY 11548

Telephone 516-625-1500

Fax # 516-621-1235

E-Mail Address dsandow@hagedornfoundation.org

Company Town of North Hempstead

Contact Person Michael J. Kelly, Deputy Town Attorney

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone 516-869-7695

Fax # 516-869-7605

E-Mail Address kellym@northhempsteadny.gov

CERTIFICATION

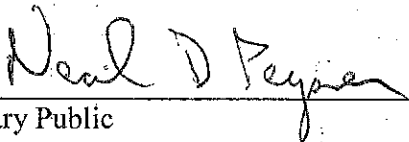
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of August

2016

Notary Public

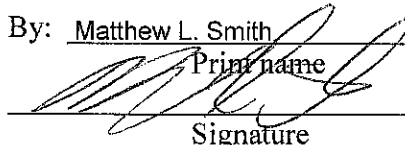


NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2019

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

By: Matthew L. Smith

Print name



Signature

President

Title

08 / 11 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate
Address: 27 East Jericho Turnpike
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 02-0763626
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Matthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
Matthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746

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

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

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

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

None.

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

None.

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

None.

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

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

Dated: August 11, 2016

Signed:



Print Name: Matthew L. Smith

Title: President

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

AMENDMENT NO. 8

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of March 11, 2016 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 Department of Parks Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department" or "Parks"), and (ii) Smith & Drake Reality Corp, d/b/a Smith & DeGroat Real Estate, a New York State Corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor, executed on behalf of the County on October 10, 2006, as extended by County contract number CLPK11000011-01 executed on behalf of the County on December 8, 2011 (the "Original Agreement"), the Contractor is charged with the sole and exclusive management of the properties located at various Parks facilities (the "Property" or "Premises"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from October 10, 2006 to October 31, 2016, unless sooner terminated in accordance with the terms of the Original Agreement; and

WHEREAS, the County desires to extend the Original Agreement.

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

1. Extension of Term. The Original Agreement shall be extended by two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 31, 2016.
2. Section 2, Subsection (a) "Management of Residential Units." of the original agreement is hereby amended to read as follows "The Contractor shall, at the direction of the County, act as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Schedule A (the "Units") and any land or improvements associated therewith, as more specifically defined herein. The County reserves the right to remove any Unit from Schedule A at any time. The Contractor specifically represents that the terms

and conditions of this Agreement have been negotiated taking into account the County's right to remove Units from the scope of this Agreement and, as such, recognizes that the County shall have no liability to the Contractor for any fees or expenses subsequent to written notice of removal of such units and shall have no obligation to compensate the Contractor for such removal(s)."

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 date first above written.

SMITH & DRAKE REALTY CORP d/b/a SMITH &
DEGROAT REAL ESTATE

By: 

Name: Matthew L. Smith

Title: President

Date: August 2, 2016

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 1st day of August in the year 2016 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Smith & Drake Realty 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.

M. d. R.

MARTIN I. SCHACKNER
Notary Public, State of New York
No. 01SC4773475
Qualified in Suffolk County
Commission Expires, May 31, 2010

)ss.:

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

[illegible]

3

Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedamare Preserve-Main House	\$0	20%	40%	40%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,550	20%	80%	0%	\$0	\$0
Lannin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preserve-Cottage	\$800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main House	\$3,000	20%	40%	40%	\$600	\$1,200
Fruggies Farms House	\$2,250	20%	40%	40%	\$450	\$900
Jericho Preserve-Carriage Barn	\$1,850	20%	40%	40%	\$370	\$740
Jericho Preserve-Chester House	\$4,000	20%	40%	40%	\$800	\$1,600
Jericho Preserve-Famlane Cottage 1	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Famlane Cottage 2	\$1,150	20%	40%	40%	\$230	\$460
Jericho Preserve-Elias Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Famlane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	40%	40%	\$500	\$1,000
Jericho Preserve-Malcolm House	\$0	20%	40%	40%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Muttontown-Chelsea Caretaker	\$800	20%	40%	40%	\$160	\$320
Muttontown-Chelsea Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	40%	40%	\$450	\$900
Muttontown-Chelsea Living Quarters	\$300	20%	40%	40%	\$60	\$120
Muttontown-Chelsea Maintenance Quarters	\$3,700	20%	40%	40%	\$740	\$1,480
Muttontown-Chelsea Wing Office	\$900	20%	40%	40%	\$180	\$360
Muttontown-Nassau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$800
Muttontown-Nassau Hall Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$760
Muttontown-Nassau Hall Apartment 1	\$3,000	20%	40%	40%	\$600	\$1,200
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$270	\$540
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$460
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	40%	40%	\$200	\$400
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,250	20%	40%	40%	\$250	\$500
Old Mill Farms Tudor	\$7,505	20%	40%	40%	\$1,501	\$3,002
Old Mill Farms Cape House	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Bowling Alley 1	\$1,650	20%	40%	40%	\$330	\$660
Sands Point-Bowling Alley 2	\$1,400	20%	40%	40%	\$280	\$560
Sands Point-Captain's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Sands Point-Caretaker	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Sands Point-Lane Lodge 1	\$3,000	20%	40%	40%	\$600	\$1,200
Sands Point-Lane Lodge 2	\$2,250	20%	40%	40%	\$450	\$900
Sands Point-Lane Lodge 3	\$2,000	20%	40%	40%	\$400	\$800
Sands Point-Millie Fleur	\$6,600	20%	40%	40%	\$1,320	\$2,640
Sands Point-Superintendent's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Shattuck Preserve	\$0	20%	40%	40%	\$0	\$0
Smithers Estate	\$3,500	20%	40%	40%	\$700	\$1,400
Tackapush Preserve	\$1,500	20%	40%	40%	\$300	\$600
Tiffany Creek Preserve	\$3,750	20%	40%	40%	\$750	\$1,500
Trout Lake	\$1,650	20%	40%	40%	\$330	\$660
Wellwyn Preserve	\$1,300	20%	40%	40%	\$260	\$520
167 Cove Road	\$2,500	20%	40%	40%	\$500	\$1,000

Contract ID# COPK06000052-01
COPK06000052
 Department: PARKS, REC. & MUSEUMS
E-118-06**Contract Details**SERVICE Museums Landmark Units Mgmt
 NIFS ID #: COPK06000052 NIFS Entry Date: 8/9/2006 Term: from 7/1/06 to 8/31/11
5/11/06 to 10/31/2011

New <input checked="" type="checkbox"/> Renewal
Amendment
Time Extension
Addl. Funds
Blanket Resolution
RES#

1) Mandated Program:	Yes	<input checked="" type="checkbox"/> No
2) Comptroller Approval Form Attached:	<input checked="" type="checkbox"/> Yes	No
3) CSEA Agreement § 32 Compliance Attached:	<input checked="" type="checkbox"/> Yes	No
4) Vendor Ownership & Mgmt. Disclosure Attached:	<input checked="" type="checkbox"/> Yes	No
5) Insurance Required	<input checked="" type="checkbox"/> Yes	No

Agency Information

Vendor	
Name <u>Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate</u>	Vendor ID# <u>020763626-01</u>
Address <u>27 East Jericho Turnpike</u> <u>Mineola, NY 11501</u>	Contact Person <u>Marty Schackner</u>
	Phone <u>455-7778</u>

County Department
Department Contact <u>Christine C. Windholz</u>
Address <u>Eisenhower Park/Admin. Bldg.</u> <u>East Meadow, NY 11554</u>
Phone <u>516-572-0237</u>

Routing Slip

Jose L. Lopez, Commissioner

Date 8-9-06

Deidra Clark-Towers, DC

Date 8/8/06

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
<u>8/9/2006</u>	Department <u>SEE ATTACHED PRINTOUT</u>	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <u>YES</u>	<u>8/9/06</u>	<u>John D</u>	
<u>8/10/06</u>	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>8/10/06</u>	<u>[Signature]</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>8/10/06</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/> (INS. TO FOLLOW)	<u>8/11/06</u>	<u>[Signature]</u>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>8/8/06</u>	<u>SM 8M</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>8/9/06</u>	<u>[Signature]</u>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	<u>9/1/06</u>	<u>[Signature]</u>	
	Comptroller	NIFS Approval <input type="checkbox"/>	<u>8/10/06</u>	<u>[Signature]</u>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>10/10</u>	<u>[Signature]</u>	

CONTRACT SUMMARY

Contract ID#: CQPK06000052



Department: Parks, Recreation + Museums

Description: Property Mgmt of Landmark Units

Purpose: Professional property manager to collect fees at Landmark Units, fund needed maintenance and improvements, establish market rates for license fees with County approval, and locate and place new residents.

Method of Procurement: RFP issued on December 15, 2005.

Procurement History: Five (5) written proposals received. Contract awarded to lowest bidder.

Description of General Provisions: The Property Manager will receive a percentage of the increased license fee and fund all repair and improvement as shown on Appendix A & C.

Impact on Funding / Price Analysis: Minimum of \$1,690,220 revenue over five year term and \$570,000 in much needed improvements.

Change in Contract from Prior Procurement: NA

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	<u>CPF</u>
Control:	<u>PK</u>
Resp:	<u>1100</u>
Object:	<u>500</u>
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ <u>.01</u>
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ <u>.01</u>

LINE	INDEX/OBJECT CODE	AMOUNT
1	<u>PKCPF1100 DE500</u>	\$ <u>.01</u>
2		\$
3		\$
4		\$
5		\$
		\$
	TOTAL	\$ <u>.01</u>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Nick Galasinas

APPROVED: [Signature] 8/11/06
 INSURANCE SECTION
 SUBJECT To FOLLOW.
 INFS To FOLLOW.
 Date: 8/8/2006

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: <u>[Signature]</u>
Name: <u>Br</u>	Name: <u>CQPK06000052</u>	Date: <u>10-10-2006</u>
Date: <u>10/4/06</u>	Date: <u>[Signature]</u>	(For Office Use Only)
		E #:

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of August 8, 2006 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Smith & Drake Realty Corp. a New York State corporation d/b/a Smith & DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

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

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

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

1. Term. This Agreement shall be for a period of five (5) years commencing on November 1, 2006 (the "Commencement Date") and terminating on October 31, 2011. Contractor, upon completion and faithful performance of the terms of this Agreement, will be given the option of renewing this Agreement for an additional five (5) year term, with mutual consent, subject to a written amendment signed by the County Executive.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as the agent of County to license, maintain, operate, manage and supervise the property or properties described on Appendix A (the "Property"). The County shall have the right in its sole discretion to add or remove units from the Property. In the event that County should remove any units from the Property during the initial five (5) year term of this Agreement, Contractor shall be reimbursed for the cost of repairs actually made, less the amounts for which the Contractor has already been reimbursed, including interest at twelve percent (12%) running from the Commencement Date. However, Contractor shall not be entitled to any reimbursement in the event that this Agreement is terminated by Contractor pursuant to paragraph 17(b)

a) General

(i) Subject to the terms hereof, Contractor is hereby charged with the sole and exclusive management of the Property, and shall provide County with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the Licensees of the Property, including, but not limited to any service, maintenance and repairs specifically enumerated under the existing License Agreements. These services shall include establishing a

market rate for each unit, locating new occupants and relocating existing occupants as needed; collecting monthly Use and Occupancy permit fees.

(ii) All repairs performed by Contractor hereunder shall be consistent with the historic character of the units. Licensees shall be responsible for interior repairs other than replacement of appliances, and all utility expenses. Where possible, Each occupant shall execute a Use and Occupation Permit (the "Permit") in a form acceptable to the County. Said Agreements shall be terminable by the County upon sixty (60) days notice. All work must comply with Department of Public Works ("DPW") guidelines attached as Appendix B.

Receipt of Funds; Bank Accounts

Contractor shall collect all fees, receipts, income and security deposits and all other sums of money whatsoever (all hereinafter collectively called "Receipts") which may be due or payable to County in connection with the occupancy, use or enjoyment of the Property. Said Receipts shall be made payable to "Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate as agent for Nassau County." Contractor shall account to the County for the Receipts and shall remit same to County in accordance with the subsequent provisions herein. County hereby authorizes Contractor to request, demand, collect, and receive all Receipts and to recommend to County, but not be responsible for the institution of legal proceedings for the collection thereof and for the dispossession of Licensees and other persons from the Property. Contractor shall establish a separate dedicated escrow account (the "Escrow Account") for this purpose only, to be maintained with North Fork Bank, 210 Mineola Boulevard, Mineola, NY 11501. No funds other than the Receipts shall be deposited in this account. Contractor shall remit all License Agreement security deposits to County as a Receipt

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 in accordance with the amounts set forth per unit as described on Appendix A.

(b) Payments to County

(i) After payment of the expenses authorized pursuant to this ~~pursuant to~~ this Agreement, and payments to Contractor pursuant to paragraph (a) above. Contractor shall remit to County the percentage amounts listed on Appendix A on a monthly basis commencing on September 30, 2006 and on the last day of the month for each month thereafter. Said payments shall be made in arrears and contain the amounts due for that month. The parties may from time to time mutually agree in writing to change these percentages and adjust the monthly license payments

(ii) Late charges shall be assessed on any payment that is overdue for more than ten days. In the event that payment of license fees, percentage fees or other charges shall become overdue for ten days following the date on which such fees are due and

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

(iii) On or before the thirtieth day following each anniversary of the Commencement Date, Contractor shall submit to Parks financial statements pertaining to operations under this License, signed and verified by a member of a Certified Professional Accounting firm or by the president or chief financial officer of Contractor

(c) Property of County

Within fifteen (15) days after termination of this Agreement, Contractor shall turn over to County all funds, books and records in the Contractor's possession and which are the property of the County, including without limitation unpaid invoices and a list of unpaid charges incurred in connection with the operation of the Property. County may withhold funds owing to Contractor until such time as Contractor complies with the requirements of this Article 3C.

4. Capital Improvements and Repairs.

(a) Contractor shall make the repairs and capital improvements listed on Appendix C within the time periods specified. Contractor may expend less than the sums listed upon the written approval of the County and provided that the repairs and/or capital improvements are performed to the satisfaction of the County and in compliance with the DPW Guidelines contained on Appendix B. Contractor shall receive a construction management fee of fifteen per cent (15%) which is included in the amounts set forth in Appendix C. Contractor shall not perform any repairs at Elderfields until further written notice from the County.

(b) Contractor shall provide County with discharges for any and all liens which may be levied against the repairs and/or Capital Improvements during construction of such improvements. Contractor shall use its best efforts to discharge such liens within thirty days of receipt of lien by Contractor.

5. Reports and Statements

(a) Contractor shall prepare and submit the following reports and statements for each building in the Project, the form of all of which shall be subject to the approval of County. Such reports and statements shall be broken down by facility and shall include such supplementary statements as County shall reasonably request and all information contained in such reports and statements shall be certified as accurate by Contractor.

- (i) Balance Sheet
- (ii) Income Statement
- (iii) Vendor Payable Report
- (iv) Bank Statements
- (v) Receivable Detail Report
- (vi) General Ledger
- (vii) Voucher Check Register
- (viii) Current Month & Year to Date Budget to Actual Report including reconciliation of beginning to ending cash balance
- (ix) Monthly itemized expense reports

(b) The Contractor shall submit an itemized monthly report listing all licensee fee revenue due the County along with a list of improvements completed for each unit.

6. Advertising

Contractor shall, at its own cost and expense, , advertise the Property for rent at such times and by use of such media as it deems necessary at a cost not greater than that set forth in the Annual Budget. In addition to the above, County authorizes the Contractor to erect a sign(s) on the Property and to advertise the Property if, in the Contractor's opinion, such efforts would aid in the licensing of the Property.

7. Licensing Commissions-

(a) If an agreement between a Licensee produced by Contractor is entered into between County and that Licensee, Contractor shall be entitled to a licensing commission if and when: (i) the term of the License Agreement has commenced; (ii) any fee payable for the first month of the term of the License Agreement is paid to the County. Any Commissions shall be due and payable from the Licensee and in such amounts as may be negotiated between the Contractor and the Licensee.

(b) Such commission shall be the only compensation to Contractor for licensing and Contractor shall pay all its own expenses, salaries and all other costs incurred by it as a result of licensing activities, except as may be otherwise noted herein to the contrary.

8. Repairs and Maintenance

Contractor shall perform all ordinary repairs and maintenance at its own cost and expense. County shall be responsible for major capital repairs that would directly impact the structural integrity, the weather tightness and the physical plant of the building. Contractor shall

be responsible for all repairs other than those County responsibilities delineated in this paragraph.

9. (a) Licensing Services of the Contractor

Contractor shall use all its reasonable best efforts in the negotiation of License Agreements and renewals for any space in the Property that is now or becomes vacant during the term of this Agreement.

Notwithstanding anything to the contrary contained herein, County shall have final approval over all decisions relating to licensing and license fee rates.

Contractor shall be the exclusive licensing Broker of County for the purpose of entering into agreements for licensing any part of the Property now or hereafter available during the term of this Agreement.

(b) Right to Approve

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

(c) County's Right to Negotiate

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

10. 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).

11. 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.

12. Compliance With Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and 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) 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.

(c) Protection of Client Information.

13. 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.

14. 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.

15. Insurance

- i. (a) Types and Amounts. The Contractor, will procure from each Licensee for each unit prior to their occupancy, during the contract term or any renewal thereof, a Tenant or renters insurance policy for their content and comprehensive personal liability coverage in the amount of \$500,000 with Nassau County named as an additional insured. The Contractor, prior to contract commencement, will procure and keep in force during the contract term and any renewal thereof at its own cost and expense a Commercial general Liability insurance policy and a Professional Liability insurance policy which insurance shall be in addition to the basic \$500,000 permit coverage which Contractor shall require the residents of each unit to maintain. The policies must be written by an insurance company authorized to do business in New York State. Such policies must clearly list the County as an additional insured and the face value of each policy shall have a combined single limit of not less than three million dollars (\$3,000,000) per occurrence. The Contractor shall also provide builders' "all risk" and such other insurance, in such forms, amounts and with such companies, as the County shall determine, in its sole discretion to be appropriate. A Certificate of Insurance reflecting such coverage shall be promptly delivered prior to execution of a contract. The selected Contractor will also furnish a Certificate of Insurance evidencing statutory Workers Compensation Insurance as required by the County. Copies of the above mentioned policies, or satisfactory certificates of insurance reflecting such coverage,

shall be delivered to the Bureau of Real Estate and Insurance at 1 West Street, Mineola, New York 11501 prior to the execution of the contract by the Contractor. Failure of the Contractor to procure or maintain current valid insurance policies as required herein shall be deemed a material violation of the terms of the contract. If the Contractor or its insurance company cancels the above insurance or if such insurance is otherwise cancelled or expires, Contractor must provide the County thirty (30) days written notice of such cancellation or expiration. The Contractor must immediately obtain, with no gap in coverage, alternate insurance coverage at the same liability levels, and listing the County specifically as an additional insured. If the Contractor fails to obtain alternate insurance coverage and a lapse in insurance coverage occurs, the Contractor will be deemed in material breach of the contract and the contract shall be considered null, void and terminated, and of no effect as of the date of insurance cancellation.

- (b) 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.

16. 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.

17. 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 (i) for any reason by the Contractor upon sixty (60) days written notice to the County (ii) upon mutual written Agreement of the County and the Contractor (iii) 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.

18. 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.

19. 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.

20. 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.

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 (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 with a copy to William R. Boccio P.C., 22 Jericho Turnpike, Suite 103, Mineola, NY 11501.

22. 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.

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 supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

25. Administrative Service Charge.

The Contractor agrees to pay the County an administrative service charge of five hundred dollars (\$500.00) 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. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

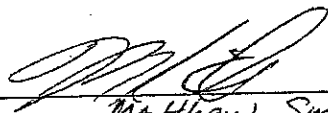
26. Executory Clause. Notwithstanding any other provision of this Agreement:

(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).

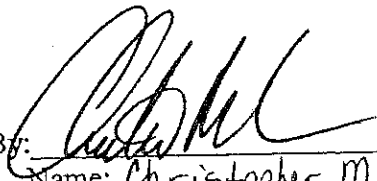
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

By: 
Name: Matthew Smith
Title: Pres
Date: August 7, 2006

NASSAU COUNTY

By: 
Name: Christopher M. Hahn
Title: Deputy County Executive
Date: 10-10-2006

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of August in the year 2006 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Pres. of Smith & Davis Realty 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

WILLIAM R. BOCCIO
Notary Public, State of New York
No. 02804755364
Qualified in Nassau County
Commission Expires September 30, 2009



STATE OF NEW YORK)

)ss.:

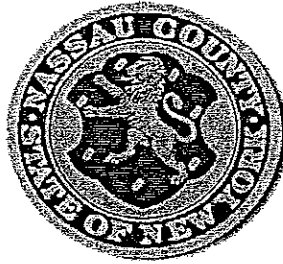
COUNTY OF NASSAU)

On the 10th 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.

Barbara Conroy
NOTARY PUBLIC

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

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: Smith & Drake Realty Corp dba Smith & DeLoat Real Est.
CONTRACTOR ADDRESS: 27 E. Frisco Pike, Mineola, NY 11501
FEDERAL TAX ID #: 020763626

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 11/1/2006 [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 five (5) written proposals were evaluated and awarded to the lowest bidder.

[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.

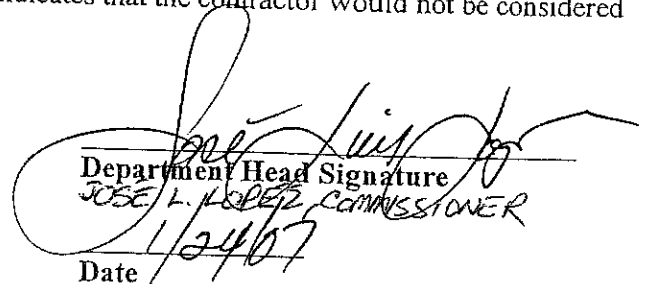
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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
JOSE L. LOPEZ, COMMISSIONER
Date 1/24/07

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

PRODUCER (516) 593-2200 FAX (516) 593-2605

Simon Paston & Sons Agency

381 Sunrise Highway

P.O. Box 747

Lynbrook NY 11563

SMITH & DRAKE REALTY CORP D/B/A

SMITH & DEGROAT REAL ESTATE

27 EAST JERICHO TPK

MINEOLA NY 11501

DATE (MM/DD/YYYY)

8/16/2006

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FIRST SPECIALTY INS CO

INSURER B: AIG (ILLINOIS NATIONAL)

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.

INSURED CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	POL204007697800	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PG 2003/06) \$ 100,000 MED EXP (PG 2003/06) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMRCP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY				
	ANY AUTO				
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				
B	UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	BBV0813394	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DEDUCTIBLE				
	RETENTION \$ 10,000				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Scheduled Nassau County Rural Properties. Certificate Holder is County Dept of Parks, Recreation and Museums and included as additional insured's ATTOR.**CERTIFICATE HOLDER**County of Nassau
1 West Street
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

Steven Paston/FRED

ACORD 28 (2001/08)

INS025 (01/06) OR AMS

VMP Marketing Solutions, Inc. (800) 527-0545

© ACORD CORPORATION 1999

Page 1 of 2



THE INSURER(S) NAMED HEREIN (ARE) NOT LICENSED BY THE
STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND
IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT
PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE
POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF
THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS

HOUSTON CASUALTY COMPANY

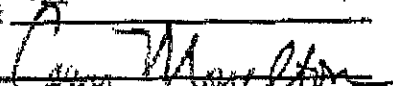
ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

DECLARATIONS
PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE
THIS IS A CLAIMS MADE POLICY

Broker No.: 9993218 No.: H706-15857
PROFESSIONAL LIABILITY CONSULTING SVCS. Renewal of: NEW

- Item 1. Named Insured: SMITH & DRAKE REALTY CORP. DBA SMITH &
DEGROAT REAL ESTATE
- Item 2. Address: 27 E. JERICHO TURNPIKE
MINEOLA, NY 11501
- Item 3. Named Insured's Profession: See Endorsement # 1, E32
- Item 4. Limit of Liability: \$ 1,000,000 Each Claim and in the Aggregate
including Claim Expenses.
- Item 5. Deductible: \$ 2,500 Each Claim Including Claim Expenses.
- Item 6. Notice of Claim to: PIA, Director of Claims
37 Radio Circle Drive, Mount Kisco, NY 10549
- Item 7. Policy Period: Inception Date: 9/14/06 Expiration Date: 9/14/07
12:01 A.M. Standard Time at the address of the Named Insured herein.
- Item 8. Retroactive Date: 9/14/06 Item 9. Date of Application: 8/09/06
- Item 10. Premium: \$ 4,500.00 Administrative/Inspection Fee. \$50.00
- Item 11. Extension Period: 12 MONTHS Item 12. Extension Percentage: 125.00%

Attachments: (1) E32, (2) E46, (3) E18, (4) E127, (5) E161, (6) E133, (7) E166,
(8) E174, (9) E109.

This Policy has been signed at Upper Saddle River, NJ
Dated 9/15/06 by  RPM

FAML4010 V4.2

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

08/24/2016
11:36 AM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : BUFFOLINO, PATTI 2-0240
DOCUMENT NUMBER : CLPK16000005 INITIATING DEPT : PK
INPUT PERIOD (MM YYYY) : 08 2016 AUGUST RIMS CODE :
VENDOR NUMBER / SUFFIX : 020763626 01 APPROVAL TYPE : 01
VENDOR NAME : SMITH & DRAKE REALTY CORP
VENDOR ADDRESS : 27 EAST JERICHO TURNPIKE

COUNTRY : MINEOLA NY 11501
ALPHA VENDOR : USA
BANK NUMBER : SMITH & DRAKE REALTY CORP
DUE DATE :
DOCUMENT AMOUNT : 423,500.00
NUMBER OF LINES : 1
TRANSACTION CODE HASH :
TERMS :
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

TREAS NO :
SINGLE CHECK :
CURRENCY CODE :
RESPONSIBLE UNIT :
NOTEPAD (Y OR N) : N

DOCUMENT : CLPK16000005 - 01 INPUT PER : 08 2016 AMT : 423,500.00

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CQPK06000052 11 INVDT:
TRANS DESC. : AMEND TERM TO OCT 2006 TO DEC 31, 2016
TRANS AMOUNT : 423,500.00 TRANS NET AMT :
INDEX : PKGEN1100 ADMINISTRATION
SUBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
GL ACCOUNT :
SUBSIDIARY :
VENDOR :
BANK NUMBER : TREAS NO: START/END:
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F10-SAVE
G008 - NEXT RECORD DISPLAYED

FAML6455 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

08/25/2016

2:31 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 08 2016 AUG 2016

INDEX

ORGANIZATION : PK10 ADMINISTRATION

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
DE	CONTRACTUA	4,369,500	4,369,500	3,712,606	656,894
	EXP TOTAL	6,645,014	6,645,014	5,099,172	1,545,842
	REV - EXP	-2,668,014	-2,668,014	-2,909,629	-241,615

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2

NIFS PRODUCTION SYSTEM

08/25/2016

LINK TO:

VENDOR SUMMARY

2:32 PM

ACTIVE

FISCAL MO/YEAR : 08 2016

VENDOR NUMBER : 020763626

SMITH & DRAKE REALTY CORP

VENDOR ALPHA :

S	VENDOR SUMMARY	AUG 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	611,281.01	611,281.01	711,281.04
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	457,500.00
	CASH RECEIPTS	.00	.00	.00
	ACCT REC VABLE	.00	.00	.00
	1099 TOTALS			.00
	B/U WITHHOLDING			
	B/U WITH PAID			
	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	F9-LINK	F4-PRIOR	F5-NEXT

GO14 - RECORD FOUND

AMENDMENT NO. 1

AMENDMENT, dated as of January 31, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, 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 November 6, 2006 through October 31, 2011 (the "Original Term");

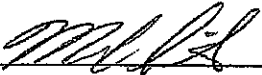
WHEREAS; the County and the Contractor desire to amend Appendix A and Appendix C by adding additional units thereto.

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

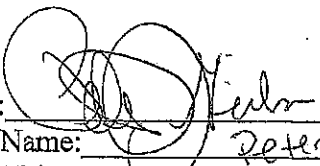
1. Appendix A and Appendix C of the Original Agreement shall be replaced in its entirety and are amended to add the following units: Trailside Building, Nassau Hall 1st Floor, Chelsea Wing Studio, Chelsea Servant's Wing and Eldersfields Preserve Main House.
2. Full Force and Effect. All the terms and 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 date first above written.

SMITH AND DRAKE REALTY CORPORATION

By: 
Name: Matthew L. Smith
Title: President
Date: 1-21-07

NASSAU COUNTY

By: 
Name: Peter J. Gerbasi
Title: Deputy County Executive
Date: 2/21/07

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31ST day of JANUARY in the year 2007 before me personally came MATTHEW L. SMITH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of SMITH + DRAKE REALTY 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

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 8, 2007

Neal D. Peysner

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21 day of February in the year 2007 before me personally came Peter Guboni 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

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

James G. Collins

County of Nassau Briefing Memo

To: File

From: Sean Rainey, Deputy Director Real Estate Planning & Development
Eileen Krieb, Assistant Deputy County Executive
Tracy Kay, Deputy Commissioner

CC: Peter Gerbasi, Deputy County Executive
Jose Lopez, Commissioner
Craig Johnson, Legislature

Date: January 5, 2007

Subject: Elderfields Preserve

Background

Elderfields Preserve is located at 200 Port Washington Boulevard and is within the jurisdiction of the Village of Flower Hill. In 1996, Williams Estate, a three-and-one-half-acre estate located on Elderfield Preserve, was left to the County of Nassau as a historic preserve with a covenant requiring access to the public. The bequest included the main house, a studio cottage (formerly the pool house), three garages, a gazebo, a tool shed, and a walled garden.

Elderfields Preserve Project - Through the cooperative efforts of the Real Estate Department and the Parks Department, the following two-fold business portfolio is being developed for the property:

Studio Cottage - The County will provide a Use and Occupancy Permit through Smith & Drake to a caretaker who will be responsible for maintaining the Preserve grounds. The occupant's license fee will be reduced from a projected fee of \$1,000 to \$500 per month. The tool shed will be accessible to the caretaker for his landscaping equipment.

Main House (west wing) - The County will provide a Use and Occupancy Permit through Smith & Drake to an occupant who will pay license fees to

the County at the market rate, which is estimated to be \$3,500 per month, including utilities. The west wing will be completely refurbished by Smith & Drake's contractors at a cost of approximately \$150,000. The improvements will include electrical upgrades, plumbing upgrades, kitchen renovations, floor restoration, and painting of the interior and exterior of the entire main house. The occupant of the west wing will have complete access to a two-car garage. Smith & Drake will take a majority of the license fees over the next four years to reimburse improvement. In the fifth year, the County will realize a total of \$55,000 annually, including escalations.

Main House (east wing) – With regard to the remaining property (i.e., the east wing of the Main House, the Barn, and the ancillary building), the County will enter into a partnership via a license agreement with The Art Guild ("TAG"). TAG is a 501c(3) devoted to providing encouragement and education to community artists and crafts people and a forum for appreciation of visual arts. TAG will operate an arts center that will serve the Port Washington/Roslyn/Manhasset area. Planned services and features include art classes, arts education, studio space, gallery and exhibition space, arts-based events, and a park-like environment. A portion of the space in the east wing will be allocated for a museum which will be open to the public.

TAG will refurbish the east wing of the building. The improvements will include electrical upgrades, installation of an ADA-compliant restroom and ramp, and restoration of the gardens. TAG will also be responsible for interior painting, flooring and windows at a cost of approximately \$75,000. TAG will pay its share of the utilities (\$2.50/sq ft). The County will be responsible for replacement of the Main House roof (\$40,000) and gutters (through an existing grant) and improvements to the driveway to create space for parking (\$110,000).

Recommendation

Approve execution of Use and Occupancy Permits with occupants of the Studio Cottage, the west wing of the Main House, and the east wing of Main House (TAG). This project will return the Main House and Preserve back to its original appearance by making more than \$360,000 worth of much needed improvements, while, at the same time, providing a benefit to the community and the residents of Nassau County. It's our opinion that if this property is not occupied in the immediate future it could fall into complete disrepair.

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$750	25%	8%	67%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977		25%	8%	67%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$574	25%	8%	67%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$750	25%	8%	67%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$379	25%	8%	67%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$5,624	15%	8%	77%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$709	25%	8%	67%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,125	25%	75%	0%
9								

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$724		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$633		25%	75%	0%
Sands Point Park & Preserve (Main Building)	95 Middle Neck Road, Port Washington	None		\$600		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
11 Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$1,664	20%	8%	72%
12 Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,500	25%	8%	67%
13 Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	8%	72%
14 Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,531	20%	8%	72%
15 Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	\$514	25%	75%	0%
16 Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$457	25%	8%	67%
17 Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$450	25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$500		25%	8%	67%
Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%
Eldersfield Preserve (Nassau Hill)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%
Eldersfield Preserve (Nassau Hill)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Prior Fee			
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	\$702	\$1,536		25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$702		25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$908		25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$746		25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$957		25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,400		20%	8%	72%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	\$677		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Projected U&O Fee			
Mutton town Park & Preserve (Blue Ocean)	36 Mutton town Road, East Norwich, NY	Office space (7) rooms available	\$0	\$2,000 for 9 months	\$1,500	20%	3%	22%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$606		25%	8%	67%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	U&O Fee			
Milton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	Office space		\$617	\$617	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$617		25%	75%	0%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$672		25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$750		25%	8%	67%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$672		25%	8%	67%
Seaford Cottage	265 Bryant Avenue, Roslyn	VACANT 4 bedrooms, 1 bath, 1,100 square feet	Prior Fee \$350					
Shatluck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350					
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	U&O Fee			
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$350	\$350	25%	8%	67%
				Monthly (Less Prior Fees)				
				Annualized				
					\$26,154	\$42,929		
					\$313,848	\$515,148		

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	6%	69%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	76%	4%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	52%	23%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	6%	69%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	6%	79%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	6%	69%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500		25%	75%	0%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200	25%	75%	0%
Sands Point Park & Preserve (Landside Building)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1.5 baths		\$1,200	25%	60%	60%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
11 Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500		20%	39%	41%
12 Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650		20%	6%	74%
13 Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500		20%	6%	74%
14 Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,531		20%	61%	19%
15 Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	\$514		25%	75%	0%
16 Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000		20%	53%	27%
17 Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900		25%	29%	46%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	56%	19%
Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	3,336 sq. ft. 5 1/2 baths, 11 mg room, over kitchen, formal room	Prior Fee \$300	\$1,000	15%	85%	6%
Mutton Park Preserve (Assault Hall 1st Floor)	1864 Mutton Park Road, Mutton Park		\$0	\$1,200	25%	88%	6%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Prior Fee	Projected U&O Fee			
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702		\$3,072	25%	8%	67%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702		\$1,000	25%	6%	69%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908		\$2,200	20%	24%	56%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746		\$1,200	25%	25%	50%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957		\$957	25%	56%	19%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400		\$2,800	20%	29%	51%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677		\$1,200	25%	14%	61%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$806	\$1,200	25%	25%	50%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$617	25%	75%	0%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200	25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200	25%	25%	50%
Georgetown College	285 Bryant Avenue Roslyn	VACANT 2 bedrooms, 1 bath, living room, dining	Prior Fee \$736				
Shattuck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350				
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000	20%	30%	50%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800	20%	15%	65%
			Monthly (Less Prior Fees)				
			Annualized				
			\$26,154	\$63,741			
			\$313,848	\$764,892			

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500	25%	61%	14%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000	20%	5%	76%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000	25%	54%	21%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500	25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500	25%	47%	28%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000	15%	5%	80%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500	25%	47%	28%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500	25%	75%	0%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200	25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200	25%	75%	0%
Sands Point Park & Preserve (Lane Lodge - Apt. 4)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1.5 baths	\$0	\$1,200	25%	75%	60%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	45%	35%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650	20%	40%	40%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	5%	75%
14	Jericho Historic Preserve (Chester House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800	20%	5%	75%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500	25%	5%	70%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000	25%	58%	17%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900	25%	5%	70%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
18 Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	5%	70%
18 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$1,750	\$4,000	15%	8%	6%
18 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	5%	70%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
20	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	-5%	80%
21	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	25%	5%	70%
22	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	28%	62%
23	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$1,200	25%	29%	46%
24	Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$1,750	20%	38%	42%
25	Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,800	20%	33%	47%
26	Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	15%	60%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Milton (601 N. CA 11.5) Preserve (Blue 00887)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$1,200	25%	29%	46%

APPENDIX A REVISED

New	Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
26	Mutton town Park & Preserve (Chelsea Wing Office)	36 Mutton town Road, East Norwich, NY	Office space	\$0	\$900	25%	0%	85%
28	Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000	20%	80%	0%
29	Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200	25%	29%	46%
30	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIC, 899 square feet	\$0	\$1,500	25%	75%	0%
31	Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200	25%	29%	46%
32	Cedarhurst College	255 E. 8th Avenue Rossmore, NY	2 bedrooms, 1 bath, living room, dining	Prior Fee \$763				
33	Shattuck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350				
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000	20%	34%	46%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800		20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	\$67,172				
Annualized			\$313,848	\$806,064				

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	75%	0%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	5%	75%
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	74%	1%
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	65%	10%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	5%	80%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	65%	10%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500		25%	75%	0%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200		25%	65%	10%
Sands Point Park & Preserve (Lane Lodge - Apt. 4)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	48%	27%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500		20%	5%	75%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$686	\$1,650		20%	5%	75%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500		20%	5%	75%
14	Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800		20%	5%	75%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500		25%	75%	0%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 985 square feet	\$457	\$1,000		25%	39%	36%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 569 square feet	Prior Fee \$586	\$900		25%	5%	70%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance (Preferred Maintenance and Net Capital Investment Percentage)	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
18	Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000		25%	5%	70%
19	Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	200 Port Washington Road, Manhasset	Prior Fee \$1,000	\$1,000		25%	5%	70%
	Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	200 Port Washington Road, Manhasset	Prior Fee \$1,000	\$1,000		25%	5%	70%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4	Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	8%	67%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	25%	5%	70%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	5%	75%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$1,200	25%	5%	70%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$1,750	20%	5%	75%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,800	20%	5%	75%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	5%	70%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$1,200		25%	5%	70%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Wing/Office)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$0	\$900		25%	75%	55%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000		20%	74%	6%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200		25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500		25%	40%	35%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200		25%	5%	70%
	286 Bayville Avenue, Roseton, NY	4 bedrooms, 1 bath, living room, dining room, kitchen	Prior Fee \$750					
	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350					
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000		20%	5%	75%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance and Maintenance Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800		20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	\$67,172				
Annualized			\$313,848	\$806,064				

APPENDIX A REVISED

1	Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	22%	53%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	6%	74%
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	6%	69%
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Fataise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	6%	69%
6	Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	6%	79%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	6%	69%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,516 square feet	\$1,125	\$1,500		25%	67%	8%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200		25%	41%	34%
Sands Point Park & Preserve (7701 130th Avenue, Port Washington)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	6%	69%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	6%	74%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650	20%	6%	74%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	6%	74%
14	Jericho Historic Preserve (Cheslie House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800	20%	6%	74%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500	25%	75%	0%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000	25%	6%	69%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900	25%	6%	69%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
18 Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$850	\$1,000	25%	6%	69%
19 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	9115 sq ft, 1001 sq ft kitchen, 1110 sq ft	\$1,000 - \$1,350	\$2,000	15%	8%	6%
20 Milton Massena Preserve (Milton Hall)	1861 Milton Hall, Milton, MA 01901			\$1,200	25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	67%	79%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	26%	6%	69%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	6%	74%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	\$1,200	25%	6%	69%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	\$1,750	20%	6%	74%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	\$2,800	20%	6%	74%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	6%	69%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 892 square feet	\$806	\$1,200	25%	6%	69%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
27	Mutton town Park & Preserve (Chelsea Wing Office)	36 Mutton town Road, East Norwich, NY	Office space	\$0	\$9,000		25%	40%	35%
28	Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000		20%	44%	36%
29	Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200		25%	6%	69%
30	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500		25%	6%	69%
31	Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200		25%	6%	69%
32	266 Enclave (Cedarhurst Cottage)	266 Enclave Avenue Roslyn	4 bedrooms, 1 bath, living room, dining	Prior Fee \$7,000					
33	Shatluck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350					
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,766 square feet	\$350	\$3,000		20%	6%	74%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Selwyn Preserve (Carelaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800	20%	6%	74%
Monthly (Less Prior Fees)			\$26,154	\$67,172			
Annualized			\$313,848	\$808,064			

APPENDIX C						
Unit Number	Property Name	Property Location	Scope of Improvements	Estimate Cost for Improvements	Timeframe for Improvements	Estimate Cost for Improvements
1	Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	Pointing, mold. Replace appliances and countertops. Tuck pointing.	\$20,000	24 Months	\$20,000
2	Sands Point Park & Preserve (Superintendents Quarters)	95 Middle Neck Road, Port Washington	Needs windows, gutter work, minor electrical and plumbing. Replace appliances. Repair sheathing, rafter tails and corbel. Replace wooden gutters. Tuck pointing. Power washing.	\$15,000	1 month-6 month	\$15,000
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	Needs windows, some exterior woodwork, gutters, floor cover. Replace kitchen. Electrical repairs.	\$17,250	1 month-6 month	\$17,250
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt.2)	95 Middle Neck Road, Port Washington	Completely rehab interior house including new bath and kitchen.	\$60,000	1 month-6 month	\$60,000
5	Sands Point Park & Preserve (Caretakers Unit- Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	Backroom repainted. Sand floors. Replace appliances. Update kitchen.	\$15,000	1 month-6 month	\$15,000
6	Sands Point Park & Preserve (Mille Fleurs -1st & 2nd floors)	95 Middle Neck Road, Port Washington	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	N/A	N/A	N/A
7	Sands Point Park & Preserve (Garage Maintenance Building)	127 Middle Neck Rd. Sands Point	Windows leak, some electrical issues, radiators leak, alleged lead in water. Repair or replace windows	\$15,000	24 Months	\$15,000

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
Item Number	Property Name	Property Location	Scope of Improvements	Estimate Cost for Improvements	Timeframe for Improvements	Estimated Cost for Improvements
0	Sands Point Park & Preserve (Lane Lodge - Apt. 1)	95 Middle Neck Road, Port Washington	Window, gutter and pointing issues. Radiators & electric, kitchen floor tiles. Install bath shower. Needs upgrading and painting. Repair or replace cesspool if needed.	\$50,000	1 month- 6 month	\$50,000
0	Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	Replace appliances and general upgrade.	\$15,000	1 month- 6 month	\$15,000
0	Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Window leaks (all need replacement), interior plumbing leak and damage, need tile work in bath room.	\$33,750	1 month- 6 month	\$33,750
1	Sands Point Park & Preserve (Elia's House)	95 Middle Neck Road, Port Washington	Miscellaneous general repairs.	N/A	1 month- 6 month	\$5,000
1	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Tpk, Jericho	Scrape and repaint exterior. Repair rear porch. Miscellaneous general repairs.	\$20,000	24 Months	\$20,000
2	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Tpk, Jericho	Miscellaneous general repairs.	\$5,750	36 Months	\$5,750
3	Jericho Historic Preserve (Dr S. Carl Homestead)	36 Old Jericho Turnpike, Jericho	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	N/A	N/A	N/A
4	Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	Second floor bath leaking, sheetrock repair needed, interior painting and wallpaper. Basement has water. Replace appliances. Scrape and paint exterior. Interior plaster repairs and painting.	\$15,000	24 Months	\$15,000
5	Jericho Historic Preserve (Farmlane Barn)	57 Route 106, Jericho	Rebuild floors. Replace doors and windows. Replace sub-floor. Tuck pointing. Scrape and paint exterior. Paint interior.	\$80,000	1 month- 6 month	\$80,000

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
Member Property Name	Property Location	Scope of Improvements	Estimate Cost of Improvements	Timeframe of Improvements	Estimate Cost of Improvements	REMOVED
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 - Cyster Bay Road, Jericho	Needs eight new windows. Scrape and paint exterior. <i>In addition to the work outlined by the proposer we would request the cesspool be replaced in the next year.</i>	\$15,000	24 Months	\$15,000	
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 - Cyster Bay Road, Jericho	For the next year the property will be rented to a County consultant. The proposer company will have no responsibility until they are notified in written of the availability of the unit to be rented.	\$2,300	36 Months	\$2,300	
Eldersfield Preserve (Cottage)	200 Port Washington Road, Port Washington	For the next year the property will be rented to a County consultant. The proposer company will have no responsibility until they are notified in written of the availability of the unit to be rented.	\$5,750	36 Months	\$5,750	
Eldersfield Preserve (Main House)	200 Port Washington Road, Port Washington	Installation of interior electrical upgrade including upgrade in kitchen and exterior painting	\$20,750	12 Months	\$19,000	
Muttontown Park & Preserve (Nassau Hall - 1st Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	
Muttontown Park & Preserve (Nassau Hall - 2nd Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	
Muttontown Park & Preserve (Nassau Hall - 3rd Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
REVISIO						
Project Name	Property Location	Scope of Improvements	Estimate Cost of Improvements	Duration of Improvements	Estimate Cost of Improvements	Estimate Cost of Improvements
Muttontown Park & Preserve (Nassau Hall - Gatehouse - Apt. 1)	1864 Muttontown Road, Muttontown	First floor bathroom needs repair. Interior is in good condition. Replace appliances. Kitchen upgrade.	\$10,000	24 Months	\$10,000	
Muttontown Park & Preserve (Nassau Hall - Gatehouse - Apt. 2)	1864 Muttontown Road, Muttontown	Replace appliances. Exterior painting touch up.	\$5,750	36 Months	\$5,750	
Muttontown Park & Preserve (Barnswallow Carriage House)	1920 Route 106, Muttontown	Needs four windows and upgrade to kitchen. Miscellaneous general repairs.	\$11,500	24 Months	\$11,500	
Muttontown Park & Preserve (Barnswallow Center)	1920 Route 106, Muttontown	Needs minor repairs to plaster and touch up paint. Match siding throughout exterior.	\$15,625	36 Months	\$15,625	
Muttontown Park & Preserve (Nassau Hall - Courtyard #3)	1864 Muttontown Road, Muttontown	Exterior paint touch up.	\$2,300	36 Months	\$2,300	
Muttontown Park & Preserve (Blue Ocean)	Muttontown Land East Norwich	Kitchen, electrical upgrade, ceiling, bathroom upgrades, carpeting and tile replaced.	N/A	12 Months	\$28,790	
Muttontown Park & Preserve (Chelsea Wing Apartment)	Muttontown Land, East Norwich	Paint and minor repairs. Replace appliances.	\$5,750	36 Months	\$5,750	
Muttontown Park & Preserve (Chelsea Wing Office)	Muttontown Land East Norwich	Repair bathroom, kitchen, electrical upgrade, paint, carpeting, floor.	N/A	12 Months	\$12,000	

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C REVISSED						
Unit Number	Property Name	Property Location	Scope of Improvements	Estimated Cost of Improvements	Timeframe on Improvements	Estimated Cost of Improvements
28	Muttontown Park & Preserve (Chelsea Maintenance Quarters)	Muttontown Land, East Norwich	Plaster, drainage and gutter repairs are needed. New bathroom and kitchen. <i>In addition to the work outlined by the proposer we would request the cesspool be replaced in the next year.</i>	\$44,500	1 month-6 month	\$44,500
29	Muttontown Park & Preserve (Chelsea Garage Apartment)	Muttontown Land, East Norwich	Minor repairs needed. Replace appliances. Minor roof repairs.	\$5,750	36 Months	\$5,750
30	Muttontown Park & Preserve (Chelsea Lodge Gatehouse)	Northern Blvd, East Norwich	Remove carpet and sand and refinish floors. Upgrade kitchen including new appliances. Upgrade 1/2 bath with shower unit and tile. Remove handicap chair system and repair walls. Stucco repair on exterior wall. Repair trellis. Repair exterior porch. Locate and repair water leak. Exterior paint.	\$30,000	1 month-6 month	\$30,000
31	Maintenance House Apartment	2187 Washington Avenue, Seaford	Needs repairs to bathroom. New kitchen floor and appliances.	\$5,750	24 Months	\$5,750
32	Cedarhurst (Cottage)	255 Bryant Avenue, Roslyn	Renovation are costly and the unit has been omitted from the proposal.	N/A	N/A	N/A
33	Shattuck Estate (Apartment Unit)	960 Washington Avenue, Plainview	Renovation are costly and the unit has been omitted from the proposal.	N/A	N/A	N/A
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	Replace appliances and countertops. Gutters need to be repaired.	\$17,750	24 Months	\$17,750
35	Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	Minor electrical. Replace appliances. Power wash.	\$4,000	24 Months	\$4,000
Total				\$572,225		\$739,225

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

Amendment #2 Enclosed

**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: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E. Jericho Tpke.

FEDERAL TAX ID #: 020763626-01

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

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

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 11/1/2006 [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 ____*this is a human services contract with a not-for-profit agency for which a competitive process has not been initiated ____ 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

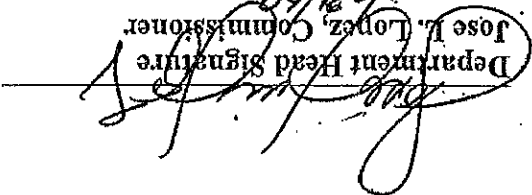
competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, 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:

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


Department Head Signature
Jose L. Lopez, Commissioner
Date 1/23/08

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.

FAM14010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

01/23/2008
11:46 AM

DOCUMENT CATEGORY

ENTERED BY

DOCUMENT NUMBER

INPUT PERIOD (MM YYYY)

VENDOR NUMBER / SUFFIX

VENDOR NAME

VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP

F2-SELECT

F7-VIEW DOC F8-SUBMIT

G014 - RECORD FOUND

F3-DELETE

F9-LINK

F4-PRIOR

F10-SAVE

F5-NEXT

F6-DTL ENTRY

F12-ADL ECTNS

NOTEPAD (Y OR N) : N

TREAS NO
SINGLE CHECK
CURRENCY CODE
RESPONSIBLE UNIT

SMITH & DRAKE REALTY CORP

NY 11501

MINNEOLA

USA

APPROVAL TYPE : 01

INITIATING DEPT : PK

CL CONTRACT INCREASE / CHANGE TERMS

WINDHOLZ, CHRISTINE, 20237

CLPK08000001

01 2008 JANUARY

020763626 01

SMITH & DRAKE REALTY CORP

27 EAST JERICHO TURNPIKE

FAM14050 V4.2

NIES PRODUCTION SYSTEM

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

01/23/2008 11:46 AM

DOCUMENT : CLPK08000001 - 01 INPUT PER: 01 2008 AMOUNT :

.01

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT

DOCUMENT REF : CQPK06000052.03

TRANS DESC. : AMEND APPENDIX A & APPENDIX C

TRANS AMOUNT : .01

INDEX : PKGEN1100

SUBJECT : DE500

UCODE/ORD#/DRC : MISCELLANEOUS CONTRACTUAL SERV

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL

START DATE

END DATE

FINANCIAL ERRORS :

F1-HELP

F2-SELECT

F3-DELETE

F9-LINK

F4-PRIOR

F5-NEXT

F10-SAVE

G008 - NEXT RECORD DISPLAYED

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Bisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, 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 November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants.

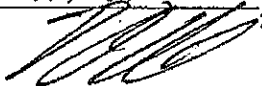
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

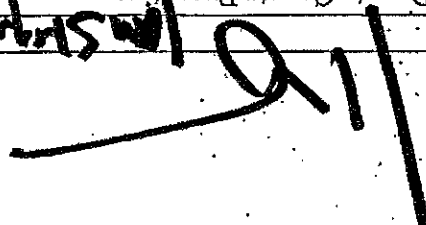
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

SMITH AND DRAKE REALTY CORPORATION
D/B/A SMITH AND DEGROAT REAL ESTATE

By: 
Name: Matthew L. Smith
Title: President
Date: 11/16/08

NASSAU COUNTY

By: 
Name: 105441
Title: Deputy County Executive
Date: 3-19-09

STATE OF NEW YORK
COUNTY OF NASSAU
(ss.:

On the 18th day of January in the year 2008 before me personally came Mr. Thomas L. Smith 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 Northland Direct Realty 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

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 8, 2011

STATE OF NEW YORK
COUNTY OF NASSAU
(ss.:

On the 14 day of March in the year 2008 before me personally came Jan Boger 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

JAMES U. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 28, 2010

APPENDIX A REVISED 10/07

100% CHANGES ARE SHARED GRANT GREEN LEVY RING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007. THIS BE REDUCED TO 75% EXCEPT FOR MILLE FLEURS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposed U&O Fee			
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000		25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,950		25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500		25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250		25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$850		25%	8%	67%
Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200		15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$2,050		25%	75%	0%

APPENDIX A REVISED 2/07

100% CHANGES ARE SHOWN IN GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. WILL BE REDUCED TO 0% EXCEPT FOR MILE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	8%	72%
Jericho Historic Preserve (Carrage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$886	10%	\$1,500	25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	8%	72%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$3,000	20%	8%	72%

APPENDIX A REVISED 1/07

100% CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE NEW REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 75% EACH FOR THE MONTHS OF NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two room, dining room, kitchen	\$908	10%	\$2,300	25%	8%	67%

APPENDIX A - REVISED 10/07

[illegible]

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
						Projected U&O Fee			
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%		\$1,200	25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%		\$1,950	25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%		\$2,800	20%	8%	72%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%		\$1,000	25%	8%	67%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%		\$2,000	20%	8%	72%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road; East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%		\$850	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%		\$2,000	25%	75%	0%

APPENDIX A REVISED 10/07

YOUR CHARGES ARE SUBJECT TO THE FOLLOWING: CHANGES TO THE CHARGES WILL BE MADE FROM OCTOBER THROUGH DECEMBER 2007. IN ADDITION, THE NET REVENUE WILL BE REDUCED TO 10% OF THE COUNTY FROM OCTOBER THROUGH DECEMBER 2007. WILL BE REDUCED TO 10% EXCEPT FOR MILEAGE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,300		25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY 2187	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,350		25%	8%	67%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$850		25%	8%	67%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500		25%	8%	67%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,300		25%	8%	67%
			Monthly (Less Prior Fees)		\$26,154	Monthly	\$60,872		
			Annualized		\$313,848	Annualized	\$730,464		

APPENDIX A REVISED 10/27/2007

TOUCHANGES ARE SPANDED GRAY WITH GREEN HIGHLIGHTING
IN ADDITION THE NEW REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007
WHICH BEING REDUCED TO 0% EXCEPT FOR MIDDLE NECKS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A REVISED 10/1/00

FOR CHANGES REQUESTED BY THE BOARD OF SUPERVISORS IN THE PROPOSED BUDGET FOR FISCAL YEAR 2001. IN ADDITION, THE NET REVENUE FOR THE COUNTY FROM NOVEMBER 1, 2000 TO DECEMBER 31, 2000, WILL BE REDUCED TO 0% EXCEPT FOR MILLER REBIDS IN NOVEMBER AND DECEMBER 2000.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposed Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%		\$1,500	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%		\$1,800	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%		\$3,000	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%		\$1,500	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%		\$2,500	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%		\$4,000	61%	19%

APPENDIX A - REVISED 10/07

NOT CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO A CREDIT FOR 10 MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000	25%	25%	46%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	56%	19%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	24%	56%

APPENDIX A - REVISED 10/02

2007 CHARGES ARE SHOWN IN DOLLARS WITH GREEN ENTERING IN ADDITION TO NEW REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

APPENDIX A REVISED 4/07

100% CHANGES ARE SUBMITTED TO THE GREEN CENTERING
IN ADDITION TO THE REVENUES PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007
WILL BE REDUCED TO 10% EXCEPT FOR THE REVENUES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650		25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500		25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000		25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$360	10%	\$3,500		20%	80%	
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700				65%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$68,597				
Annualized			\$313,848	Annualized	\$823,164				

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER/DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MIDDLE FLOORS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	61%	14%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	30%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	47%	28%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	35%	30%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	47%	28%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A REVISED 10/01/07

ADDITIONAL REVENUE FROM THE COUNTY FROM OCTOBER 1, 2007 TO OCTOBER 1, 2008, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	36 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	5%	75%

APPENDIX A - REVISED 2007

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NEW REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	70%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	80%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

APPENDIX A - REVISED 10/1/2007

100 CHANGES WERE MADE TO THE DESIGN WITH GREEN EMERGING IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER THROUGH DECEMBER 2007. WILL BE REDUCED TO 2% EXCEPT FOR MONTHLY FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	60%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	0%

APPENDIX A (REVISED 10/07)

100% CHANGES IN REVENUE TO THE COUNTY FROM OCTOBER, DECEMBER 2007, IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2007, WILL BE REDUCED TO 10% EXCEPT FOR MILL FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,284			

APPENDIX A - REVISED 10/1/00

NOTICES ARE SHAPED BY THE GREEN CENTER. IN ADDITION TO THE NEW REVENUE, ADDITIONAL COUNTY FROM OCTOBER DECEMBER 2000 WILL BE REDUCED TO 10% EXCEPT FOR MILL FEES IN NOVEMBER AND DECEMBER 2000.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/17/07

2007 CHANGES ARE SHOWN IN GREEN. THE PROPOSED CHANGES TO THE COUNTY FROM OCTOBER DECEMBER 2007 IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room Dining room	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	2.5 bedrooms 1.5 baths	\$633	10%	\$1,600	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	55 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	80%	30%

APPENDIX A REVISED 10/01/2007

HOW CHANGES ARE SHOWN: WITH GREEN IS INCREASING, WITH RED IS DECREASING. IN ADDITION, THE NEW REVENUE IS SHOWN IN THE COLUMNS FROM OCTOBER, DECEMBER 2007, JANUARY 2008, AND FEBRUARY 2008. THE OLD REVENUE IS SHOWN IN THE COLUMNS FROM OCTOBER, DECEMBER 2006, JANUARY 2007, AND FEBRUARY 2007. ALL VALUES ARE IN DOLLARS UNLESS OTHERWISE NOTED.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	5%	75%

APPENDIX A REVISED 10/07

THE CHANGES ARE SHOWN IN RED. THE CHANGES TO THE COUNTY FROM OCTOBER DECEMBER 2007
 IN ADDITION THE NET REVENUE FROM THE COUNTY FROM OCTOBER DECEMBER 2007
 WILL BE REDUCED TO \$5,000 PER MONTH FOR NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	70%

APPENDIX A REVISED 7/007

ALL CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLERBERGS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
			Monthly (Less Prior Fees)	\$26,154 Monthly	\$70,022			
			Annualized	\$313,846 Annualized	\$840,264			

APPENDIX A REVISED 7/0/07

100% CHARGES PRESENTED ON A MONTHLY BASIS TO THE COUNTY. IN ADDITION, THE NET REVENUE WILL BE REDUCED TO 100% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$867	10%	\$3,500	25%	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	6%	74%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$5,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A (REVISED 10/07)

2007 CHANGES ARE SHADDED GRAY WITH GREEN BORDERING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER TO DECEMBER 2007. WILL BE REDUCED 100% EXCEPT FOR JULY THROUGH NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	6%	74%

APPENDIX A - REVISED 10/22/2002

ANY CHANGES REQUESTED BY THE COUNTY WILL BE GREEN-ENTERING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2002, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2002.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%		\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%		\$1,250	25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%		\$1,000	25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%		\$500	25%	8%	69%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%		\$3,072	25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%		\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%		\$2,500	20%	6%	74%

APPENDIX A - REVISED 2/07

2007 CHANGES ARE SHOWN IN GREY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER 1, 2007, WILL BE REDUCED 10% EXCEPT FOR THE FEES DURING NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	80%

APPENDIX A REVISED 10/7/2007

ALL CHANGES ARE SHADDED GRAY WITH GREEN LETTERING.
IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2007
WILL BE REDUCED TO 0% EXCEPT FOR MONTHS BEYOND NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650		25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500		25%	75%	70%
Maintenance House Apartment	2187 Washington Avenue Seafood	1,280 Square feet 2nd floor only	\$672	10%	\$1,000		25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500		20%	80%	70%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700		20%	6%	74%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022				
Annualized			\$313,848	Annualized	\$840,264				

Appendix C
Capital Expenditures
As of September 30, 2007

Property/Address	Projected Total	Actual to 9/30/07	Future	Description
Sands Point Park & Preserve-Captain's Quarters	\$ 26,800.00	\$ 26,800.00	\$ -	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting.
Sands Point Park & Preserve-Superintendent's Quarters	5,103.54	5,103.54	-	Kitchen floor, tub spout, outside door, new oil fired gas and oil burner chamber.
Sands Point Park & Preserve-Bowling Alley Apt. 1	33,550.00	33,550.00	-	Replace rotted wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.
Sands Point Park & Preserve-Bowling Alley Apt. 2	41,838.56	41,838.56	-	Full apartment. Replace rotted wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.
Sands Point Park & Preserve-Caretakers Unit	7,850.00	7,850.00	7,500.00	Kitchen sink and strainer. Interior paint and kitchen appliances.
Sands Point Park & Preserve-Mille Fleurs	1,466.43	1,466.43	-	NA
Sands Point Park & Preserve-Garage Maintenance	-	-	-	New piping and fittings in kitchen.
Sands Point Park & Preserve-Lane Lodge Apt. 1	109,236.01	99,236.01	10,000.00	New kitchen, upgrade bathroom, sheetrock in all room upgrade electric and plumbing to code, new interior wall sections where needed, cesspool plumbing, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new closet, light fixtures, new and/or refinished floors. Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 2	15,573.65	5,573.65	10,000.00	Replace kitchen ceiling and install new studs where needed in closet, paint and window well covers. Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 3	44,173.65	34,173.65	10,000.00	New kitchen, upgrade, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floor and window well covers. Windows.
Jericho Historic Preserve-Elias Hicks House	19,450.00	19,450.00	-	Convert bathroom to office space, repair windows, rescreen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting.
Jericho Historic Preserve-Carriage Barn	-	-	-	NA
Jericho Historic Preserve-Dr. S. Carl Homestead	15,648.40	15,648.40	-	NA
Jericho Historic Preserve-Chesire House	-	-	-	Exterior painting, new shutters, roof flashing, window caulking and hose bibs.
Jericho Historic Preserve-Farmlane Barn	62,325.00	62,325.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, closets, sump pump, lighting, drywall remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, leaders and gutters, screen doors, landscaping and cleanup.

Appendix C
Capital Expenditures
As of September 30, 2007

Property Address	Projected Total	Actual to 09/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting, interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed. Exterior painting.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new latrine, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.
Muttontown Park & Preserve-Chelsea Garage Apt	5,300.00	5,300.00	-	Plumbing upgrades.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Tackapusah Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	Exterior painting.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	
Wellwyn Preserve-Caretaker Unit	-	-	-	

Total

40,332,500.00

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

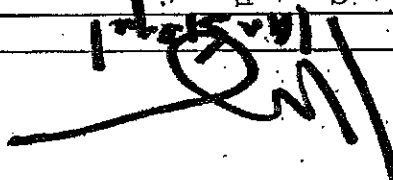
WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

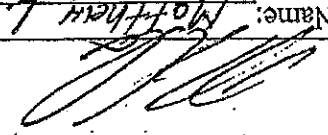
WHEREAS, the term of the Original Agreement is from November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants.

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

By: 
 Name: Matthew L. Smith
 Title: Deputy County Executive
 Date: 3-19-04

NASSAU COUNTY

By: 
 Name: Matthew L. Smith
 Title: President
 Date: 11/8/03

SMITH AND DRAKE REALTY CORPORATION
 D/B/A SMITH AND DEGROAT REAL ESTATE

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

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.
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.

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

On the 18th day of January in the year 2008 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Smith and Dale Realty 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.

Neal D. Peyssner

NOTARY PUBLIC

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948187
Qualified in Nassau County
Commission Expires March 6, 2011

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

On the 14th day of March in the year 2008 before me personally came Sam King 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 B. Collins

JAMES B. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 28, 2010

APPENDIX A (REVISED 10/01/07)

100% CHARGES RESTORING AND MAINTENANCE OF THE PROPERTY. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED 10% EACH FOR MILL REVENUE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000	25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,960	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250	25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit/Palais Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$350	25%	8%	67%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200	15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,616 square feet	\$1,125	10%	\$2,050	25%	75%	0%

APPENDIX A REVISED 10/17/2007

ALL CHANGES ARE SHOWN IN GREEN WITH GREEN HIGHLIGHTING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350		25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000		20%	8%	72%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500		25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500		20%	8%	72%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$3,000		20%	8%	72%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 1% EXCEPT FOR MIDDLEBURGS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage.	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,300	25%	8%	67%

APPENDIX A REVISED 10/07

100% CHANGES ARE BASED ON THE GREEN CENTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,200	25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$1,950	25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$2,800	20%	8%	72%
Mutton town Park & Preserve - Nassau Hall - Courtyard #3	1864 Mutton town Road, Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	8%	72%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

APPENDIX A REVISED 10/01/07

FOR CHANGES RESUBMITTED TO THE GREEN FEE RENEWAL PROCESS, THE COUNTY WILL REEVALUATE THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE REVENUE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$872	10%	\$1,300	25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 898 square feet	\$0	10%	\$1,350	25%	8%	67%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$872	10%	\$850	25%	8%	67%
Tiffany Creek Preserve* (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	25%	8%	67%
Welwyn Preserve* (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Squares feet	\$350	10%	\$1,300	25%	8%	67%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$60,872			
Annualized			\$313,848	Annualized	\$730,464			

APPENDIX A REVISED 10/07

100% CHARGES ARE STATED ON A GREEN LINE. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mile Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A REVISED 1/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUES PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED 10% EXCEPT FOR THREE HOUSES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room	\$724	10%	\$1,500	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Chester House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	61%	19%

APPENDIX A - REVISED 10/07

100% CHANCES ARE SHADDED GREEN WITH GREEN LETTERING
(IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007
WILL BE REDUCED TO 0% EXCEPT FOR MILL FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	29%	46%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	56%	19%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$782	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet. 2 bedrooms, two 2 baths, living room, dining room, kitchen	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road		\$908	10%	\$2,500	20%	24%	56%

APPENDIX A - REVISED 10/01/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM NOVEMBER 1, 2007, WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$743	10%	\$1,350	25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

APPENDIX A, REVISED 1/1/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN DETERMINING IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE FIRST TWO MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650		25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500		25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000		25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500		20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700		20%	15%	65%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$68,597				
Annualized			\$313,848	Annualized	\$823,164				

APPENDIX A - REVISED 10/17

10/17 CHANGES ARE SHOWN IN GREEN. THE GREEN CELLING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLIE FLEURS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	61%	14%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$674	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	47%	28%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	35%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	47%	28%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07

10/07 CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLIE PLUMS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposer's Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room	\$724	10%	25%	\$2,000	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	25%	\$1,800	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	20%	\$3,000	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	20%	\$1,500	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	20%	\$2,500	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	20%	\$4,000	5%	75%

APPENDIX A REVISED 007

2007 CHANGES ARE SHADDED GRAY. ALL GREEN LETTERING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO ZERO EXCEPT FOR THE MONTHS OF NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	70%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	80%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

APPENDIX A - REVISED 7/07

100% CHARGES ARE SHARED GRANT WITH GREEN PLANNING. IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM 9 OCTOBER-DECEMBER 2007. WILL BE REDUCED TO 75% DUE TO THE CANCELLATION OF MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage, workshop	\$957	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	60%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$917	10%	\$2,000	20%	80%	0%

APPENDIX A - REVISED 10/10/07

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2007, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RISES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	16%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A (REVISED 10/01/2011)

THIS CHANGES ARE SHOWN IN GREEN. CHANGES TO THE CURRENT PROPOSED RATES FOR THE MONTH OF DECEMBER 2011 IN ADDITION TO THE REVENUES PAID BY THE COUNTY FROM 10/01/2011 TO DECEMBER 2011 WILL BE REDUCED TO THE SAME AS FOR THE MONTHS OF NOVEMBER AND DECEMBER 2011.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise-Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	80%	30%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GRAY. WHERE GREEN IS USED, IT MEANS THE PROPOSED CHANGES ARE THE SAME AS THE CURRENT CHANGES. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Projected U&O Fee			
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450		25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250		25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000		25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500		25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,237 square feet	Prior Fee \$702	10%	\$3,072		25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000		25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$903	10%	\$2,500		20%	5%	75%

APPENDIX A REVISED 12/10/2007

HOW CHANGES AFFECTED REVENUE IN GREEN HILLING
IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007
WILL BE REDUCED TO AVERAGE FOR MULTIPLE YEARS IN NOVEMBER, NOVEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1884 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1884 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space- (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	80%

APPENDIX A REVISED 2007

100% CHANGES ARE SHARED ON A 50/50 BASIS BETWEEN THE COUNTY AND THE PROPERTY OWNER. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY 2187	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	70%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	70%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A, REVISED 10/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. WILL BE REDUCED 10% EXCEPT FOR MILLIE FLEURS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposer's Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$587	10%		\$3,500	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%		\$2,800	6%	74%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%		\$1,700	75%	10%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%		\$1,350	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%		\$1,000	6%	69%
Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%		\$6,800	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%		\$1,700	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,316 square feet	\$1,125	10%		\$3,000	75%	10%

APPENDIX A REVISED 10/01/2007

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM NOVEMBER THROUGH DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$833	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Cantlage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$886	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	6%	74%

APPENDIX A REVISED 10/02/2007

ANY CHANGES SHOWN IN GRAY WITH GREEN HIGHLIGHTING IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO ZERO EXCEPT FOR MULTIPLE YEARS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450		25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250		25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$588	10%	\$1,000		25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500		25%	6%	89%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,237 square feet	Prior Fee \$702	10%	\$3,072		25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000		25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500		20%	6%	74%

APPENDIX A REVISED 10/01/2007

100% CHANGES ARE SHARED 50/50 WITH GREENBELT ENTERING ROAD FROM THE NEW REVENUE. 50% TO THE COUNTY FROM OCTOBER-DECEMBER 2007. 50% TO THE TOWN OF MUTTON FROM OCTOBER-DECEMBER 2007. 100% CHANGES ARE SHARED 50/50 WITH GREENBELT ENTERING ROAD FROM THE NEW REVENUE. 50% TO THE COUNTY FROM OCTOBER-DECEMBER 2007. 50% TO THE TOWN OF MUTTON FROM OCTOBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	1 bedroom, 1 bath, living room	\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	Office space - (7) rooms/hallway	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY		\$617	10%	\$2,000	20%	80%	80%

APPENDIX A REVISED 10/01/07

ROOM CHANGES ARE SHOWN ON WHICH CHANGES ARE IN THE COUNTY FROM OCTOBER DECEMBER 2007. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,550	25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY 2187	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	69%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	69%
Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,308 Square feet	\$350	10%	\$1,700	20%	6%	74%
	Monthly (Less Prior Fees) Annualized		\$26,154 Monthly \$313,848 Annualized		\$70,022 Monthly \$840,264 Annualized			

Appendix C
Capital Expenditures
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting. Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	92,923.23	Exterior painting.
Muttontown Park & Preserve-Chelsea Garage Apt	5,300.00	5,300.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	Plumbing upgrades.
Tackapush Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	Exterior painting.
Wellwyn Preserve-Caretaker Unit	-	-	-	-

Total

13,250.00 92,923.23 5,300.00 92,923.23 7,500.00

Appendix C
Capital Expenditures
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Oil burner repairs.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	Oil burner repairs.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Maintenance	-	-	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed.
Muttontown Park & Preserve-Chelsea, Garage Apt.	92,923.23	92,923.23	-	Exterior painting.
Muttontown Park & Preserve-Chelsea, Garage Apt.	5,300.00	5,300.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting, plumbing upgrades.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Tackapush Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	Exterior painting.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	-
Wahvyn Preserve-Caretaker Unit	-	-	-	-

Total

452,746.60 152,746.60 300,000.00

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, 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 November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants;

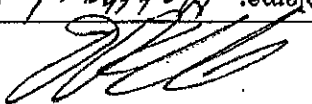
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

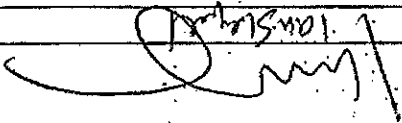
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

SMITH AND DRAKE REALTY CORPORATION
D/B/A SMITH AND DEGROAT REAL ESTATE

By: 
Name: Matthew L. Smith
Title: President
Date: 11/8/08

NASSAU COUNTY

By: 
Name: Deputy County Executive
Title: Deputy County Executive
Date: 2/11/14

NOTARY PUBLIC

James J. Collins

JAMES J. COLLINS
 NOTARY PUBLIC, State of New York
 No. 4881903
 Qualified in Nassau County
 Commission Expires Dec. 29, 2010

On the 14 day of March in the year 2008 before me personally came Sam Singh 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.

COUNTY OF NASSAU)

(ss.:

STATE OF NEW YORK)

NEAL D. PEYSNEH
 NOTARY PUBLIC, State of New York
 No. 4948197
 Qualified in Nassau County
 Commission Expires March 8, 2011

NOTARY PUBLIC

Neal D. Peyneh

On the 18th day of January in the year 2008, before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Matthew L. Smith Realty 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.

COUNTY OF NASSAU)

(ss.:

STATE OF NEW YORK)

APPENDIX A, REVISED 07/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING
 IN ADDITION THE NET REVENUE AND COST OF THE COUNTY FROM 01/01/06 TO DECEMBER 31, 2007
 WILL BE REDUCED TO 75% FOR ALL PROPERTIES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000	25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,950	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250	25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit/ Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$850	25%	8%	67%
Sands Point Park & Preserve (Middle Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200	15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, approximately 1,816 square feet	\$1,125	10%	\$2,050	25%	75%	0%

APPENDIX A, REVISED 10/07/2007

100% GRANTES ARE SHOWN IN GREEN. THE GRANTES ARE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. IN ADDITION, THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,360	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	8%	72%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	72%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$3,000	20%	8%	72%

APPENDIX A - REVISED 10/1/2007

ALL CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NEW REVENUE IS PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2007. THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER, NOVEMBER, AND DECEMBER, 2007. THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER, NOVEMBER, AND DECEMBER, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two, 2 baths, living room, dining room, kitchen	\$608	10%	\$2,300	25%	8%	67%

APPENDIX A REVISED 10/01/2007

100% CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING
 IN ADOPTION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007
 WILL BE REDUCED BY 1% EXCEPT FOR THE DEFERRED INVESTMENTS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,300	25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Garthouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,350	25%	8%	67%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$850	25%	8%	67%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	25%	8%	67%
Wetwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,300	25%	8%	67%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$60,872			
Annualized			\$313,848	Annualized	\$730,464			

APPENDIX A (REVISED 1/07)

NOT CHANGES RESUBMITTED BY AN OWNER GREEN LEAFING
IN ADDITION TO THE REVENUE & CASH FLOW FROM 10 OCTOBER 2007 TO 31 OCTOBER 2007
WILL BE REDUCED TO 0% FOR ALL PERIODS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$877	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Milla Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$5,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07/2007

100% CHANGES ARE SHADDED GREEN WITH GREEN DETERMINING
IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007
AND BE REDUCED BY 10% EXCEPT FOR THE FIRST THREE MONTHS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,500	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,654	10%	\$3,000	20%	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	1 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	61%	19%

APPENDIX A - REVISED 007-2007

007-2007 CHANGES RESUBMITTED TO THE BOARD OF SUPERVISORS FOR REVIEW AND ACTION. IN ADDITION TO THE REVENUE AND EXPENSES FOR THE COUNTY, A FUND COVERING DECEMBER 2007, THE BOARD OF SUPERVISORS HAS REVIEWED AND APPROVED THE REVENUE AND EXPENSES FOR THE COUNTY, A FUND COVERING DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (percentage)
					Projected U&O Fee				
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350		25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600		25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500		20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150		25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000		20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850		25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000		25%	75%	0%

APPENDIX A (REVISED 10/07)

2007 CHANGES ARE SHOWN IN GREEN WITH GREEN HIGHLIGHTING. IN ADDITION, THE NEW REVENUE IS BASED ON THE COUNTY FEES ON OCTOBER, DECEMBER, 2007. ALL FEES REDUCED TO 10% EXCEPT FOR ALL FEES FOR NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only 3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$672	10%	\$1,000	25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	2.5 bedrooms, 1 bath, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	15%	65%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$68,597			
Annualized			\$313,848	Annualized	\$823,164			

NOT CHANGES ARE SHOWN IN THE STATEMENT OF INCOME. IN ADDITION, THE NET REVENUE IS PAID TO THE GOVT. FROM OCTOBER/DECEMBER 2007. THE REDUCED TO 0, EXCEPT FOR MILLI LEVIES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$367	10%	\$3,500		25%	61%	14%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800		20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700		25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350		25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Palaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000		25%	47%	28%
Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600		15%	36%	30%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700		25%	47%	28%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000		25%	75%	0%

APPENDIX A - REVISED 10/07/2007

NOTICE: CHANGES ARE SHOWN IN GREY. WITH SHEET NUMBERING. IN ADDITION, THE NET REVENUE CAP TO THE COUNTY FROM OCTOBER, DECEMBER 2007, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	Jericho Turnpike, Jericho	2665 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	1 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0.	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chestre House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	5%	75%

APPENDIX A REVISED 10/07

2007 CHANGES TO THE HISTORIC PRESERVATION ACT, GREEN BUILDING, AND OTHER PROVISIONS, EFFECTIVE OCTOBER 1, 2007. IN ADDITION, THE NEW REVENUE AND BONDING PROVISIONS, EFFECTIVE JANUARY 1, 2008, AND THE NEW REVENUE AND BONDING PROVISIONS, EFFECTIVE JANUARY 1, 2009, ARE INCLUDED IN THIS APPENDIX. THE REVENUE AND BONDING PROVISIONS, EFFECTIVE JANUARY 1, 2009, ARE INCLUDED IN THIS APPENDIX. THE REVENUE AND BONDING PROVISIONS, EFFECTIVE JANUARY 1, 2009, ARE INCLUDED IN THIS APPENDIX.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	75%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Mainasset	Studio cottage, eat in kitchen, garage.	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT. 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	89%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

APPENDIX A, REVISED 10/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING
IN ADDITION, THE NEW REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007
WILL BE REDUCED TO 0% EXCEPT FOR THE PREVIOUS NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,360	25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	50%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space- (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	0%

APPENDIX A (REVISED 10/01/07)

100% CHANGES ARE REQUIRED TO BE MADE BY THE COUNTY BOARD OF SUPERVISORS ON OR BEFORE DECEMBER 1, 2007. IN ADDITION, THE NEW REVENUE SHALL BE PAID TO THE COUNTY OF ALBANY ON OR BEFORE DECEMBER 1, 2007. THE COUNTY OF ALBANY SHALL BE REQUIRED TO PAY 25% OF THE NEW REVENUE TO THE COUNTY OF ALBANY ON OR BEFORE DECEMBER 1, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	20%
Wetwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A - REVISED 11/07

UNIT CHANGES ARE SUBJECT TO A GREEN LIGHTING SCHEDULE. CHANGES TO THE SCHEDULE FOR OCTOBER, NOVEMBER, AND DECEMBER 2007 WILL BE REDUCED TO THE EXTENT POSSIBLE FOR THE YEARS NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$667	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE PREVIOUS EDITIONS OF THE COUNTY FROM OCTOBER/DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE 150% IN NOVEMBER/DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	80%	10%

APPENDIX A - REVENUE BY PROPERTY

100% CHANGES ARE SHOWN IN GREEN. MEANING: IN ADDITION TO THE NET REVENUE, A PART OF THE COUNTY FUND OF 100% IS DEBITED TO THE PROPERTY. THE REVENUE IS NOT A REVENUE TO THE COUNTY FUND. IN NOVEMBER AND DECEMBER 2017, THE REVENUE IS NOT A REVENUE TO THE COUNTY FUND.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	5%	75%

APPENDIX A - REVENUE 2007

NOT CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE REVENUE IS PAID TO THE COUNTY OF GLOUCESTER, DECEMBER 2007, WILL BE REDUCED TO 10% EXCEPT FOR THE 5% IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1864 Mutton town 1920 Route 106		\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	20%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GREEN. THE RISK OF CHANGES TO THE PROPOSED BUDGET FOR FISCAL YEAR 2007 IN ADDITION TO REVENUE CHANGES TO THE COUNTY FROM OCTOBER 1, 2007 TO DECEMBER 31, 2007, WILL BE REDUCED OR EXCEEDED TO MINUTE LEVELS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A REVERSE ORDER

IN CHANGERS, UNSHARED, 5.5% (NOT GREEN IN THE LINE).
IN ADDITION, THE NET REVENUE IN THE COUNTY (AND) IN OBERDENSEN, 2007
WILL BE REDUCED, 0.1% EXCEPT FOR THE BATTLE IN A CASH, AND IN DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	6%	74%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large Bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Marston Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet.	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 11/07/2007

NOT CHANGES ARE SHOWN IN GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NEW REVENUES AND COSTS ARE LISTED FROM OCTOBER OF 2006 TO 2007. THE REVENUES AND COSTS ARE LISTED FOR THE PERIOD FROM OCTOBER 2006 TO OCTOBER 2007. THE REVENUES AND COSTS ARE LISTED FOR THE PERIOD FROM OCTOBER 2006 TO OCTOBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Carriage Barn)	1876 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	6%	74%

APPENDIX A - REVISED 6/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM 10% TO 60% DECEMBER 2007. THE REVENUE IS TO BE USED FOR THE COUNTY'S NOVEMBER AND DECEMBER 2007. THE REVENUE IS TO BE USED FOR THE COUNTY'S NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 985 square feet	\$457	10%	\$1,250	25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	6%	69%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3,124 square feet	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 beds, living room, dining room, kitchen	\$908	10%	\$2,500	20%	6%	74%

APPENDIX A - REVENUE 2007

100% CHANGES ARE SHOWN IN GREEN. ALL FIGURES ARE PRELIMINARY. ADDITIONAL REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2007, WILL BE REPORTED ON A SEPARATE SCHEDULE. NOVEMBER AND DECEMBER, 2007, WILL BE REPORTED ON A SEPARATE SCHEDULE.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve + Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	0%

APPENDIX A REVISED 10/01/07

2007 CHANGES: FRESHBORN GRASS, WILSON GREEN, LEMER, KING, MADRIGNAN, THE NEW REVENUE, PAID ON THE 30TH OF EACH MONTH, SEPTEMBER, DECEMBER, 2007. WILSON REDUCED TO 1/5 EXCEPT FOR MILLERED, 1/5 NOVEMBER AND 1/5 DECEMBER, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERILK, 899 square feet	\$0	10%	\$1,500	25%	75%	69%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Walwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	6%	74%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

Appendix C
Capital Expenditures
As of September 30, 2007

Property/Address	Projected Total	Actual to 09/30/07	Balance	Description
Sands Point Park & Preserve-Captain's Quarters	\$ 26,800.00	\$ 26,800.00	-	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting.
Sands Point Park & Preserve-Superintendent's Quarters	5,103.54	5,103.54	-	Kitchen floor, tub spout, outside door, new oil fired gun and oil burner chamber.
Sands Point Park & Preserve-Bowling Alley Apt. 1	33,550.00	33,550.00	-	Replace rotten wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.
Sand Points Park & Preserve-Bowling Alley Apt. 2	41,838.56	41,838.56	-	Get apartment. Replace rotten wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.
Sands Point Park & Preserve-Caretakers Unit	7,350.00	350.00	7,000.00	Kitchen sink and strainer. Interior paint and kitchen appliances.
Sands Point Park & Preserve-Mile Fleurs	1,466.43	1,466.43	-	NA
Sands Point Park & Preserve-Garage Maintenance				New piping and fittings in kitchen.
Sands Point Park & Preserve-Lane Lodge Apt. 1	109,236.01	99,236.01	10,000.00	New kitchen, upgrade bathroom, sheetrock in all rooms, upgrade electric and plumbing to code, new interior wall sections where needed, cesspool planting, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new closet, light fixtures, new and/or refinished floors, Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 2	15,573.65	6,573.65	10,000.00	replace kitchen ceiling and install new studs where needed in closet, paint and window well covers.
Sands Point Park & Preserve-Lane Lodge Apt. 3	44,173.65	34,173.65	10,000.00	New kitchen, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors and window well covers. Windows.
Jericho Historic Preserve-Elias Hicks House	18,450.00	19,450.00	-	Convert bathroom to office space, repair windows, 16-screen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting.
Jericho Historic Preserve-Carriage Barn	-	-	-	NA
Jericho Historic Preserve-Dr. S. Carl Homestead	-	-	-	NA
Jericho Historic Preserve-Chester House	15,648.40	15,648.40	-	Exterior painting, new shutters, roof flashing, window caulking and hose bibs.
Jericho Historic Preserve-Farm Lane Barn	62,325.00	62,325.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, closets, sump pump, lighting, drywall, remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, leaders and gutters, screen doors, landscaping and cleanup.

Appendix C
Capital Expenditures
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jenicho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jenicho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting, interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.60	2,196.60	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,636.00	22,636.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed, Exterior painting.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	-	Interior painting.
Muttontown Park & Preserve-Chelsea Garage Apt.	5,300.00	5,300.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting, Plumbing upgrades.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, upgrade one bathrooms, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, Exterior painting.
Tackapusch Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	
Welwyn Preserve-Caretaker Unit	-	-	-	

Total

COPY CONTRACT

CHUMI R. DIAMOND
CLERK OF THE LEGISLATURE



Amendment
#3

PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

~~February 26, 2009~~

Smith & Drake Realty Corp.
d/b/a Smith & DeGroat Real Estate
27 East Jericho Turnpike
Mineola, NY 11501

RE: Contract # 9000001 \$0.01

Dear Mr. Smith:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Department of Parks, Recreation and Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

Chumi R. Diamond
Clerk of the Nassau County Legislature

Contract ID#: CQPK0600052
 CQPK0600052-014



Department: Parks, Rec. & Museums

SERVICE Mus. Landmark Unit Mgmt.

Contract Details

NIFS ID #: CLPK0900009 NIFS Entry Date: 11/15/2009 Term: from 11/1/06 to 10/31/2011

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <u>3</u> <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate	Vendor ID# <u>020763626-01</u>
Address 27 East Jericho Turnpike, Mineola Ny 11501	Contact Person Mathew Smith
	Phone (516) 248-6903

County Department
Department Contact Christine Windholz, Deputy Commissioner Christine Windholz, Deputy Commissioner
Address Christine Windholz, Eisenhower Park East Meadow, NY 11554 572-0237
Phone 516 571-0328 & 572-0257

REG: SMITH & DRAKE REALTY CORP.

Routing Slip

Jose L. Lopez, Commissioner:

Joseph Gill, Deputy Commissioner:

[Signature] 12/10/2008
[Signature] 12/10/2008

DATE Rec'd	DEPARTMENT	Internal Verification	DATE APP'D Rwd	SIGNATURE	Leg. Approval Required
<u>11/15/2009</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <u>YES</u>	<u>11/15/09</u>	<i>[Signature]</i>	
<u>11/11/09</u>	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>11/11/09</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>1/20/09</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>1/20/09</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>12/1/08</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>		<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>		<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>		<i>[Signature]</i>	

Contract Summary

Description: Property Management of Landmark Units.

Purpose: County and the Contractor desire to amend Appendix A and Appendix C to add certain units to the landmark portfolio and give County the option that would provide for expedite retirement of debt associated with the original contract.

Method of Procurement: RFP issued on December 15, 2005.

Procurement History: Original Agreement approved by County Legislature in September 2006 allows County to add units to agreement.

Description of General Provisions: This revision reflects actual capital expenditures through October, 2007 and projected expenditures for those projects for which work is still needed. The capital expenditures were accelerated (\$295,000 was originally projected in year one) so that vacant units could be properly marketed and we could obtain the highest rents possible on those units and so that we could justify increasing permit fees to current occupants. The monthly "rent roll" was increased 267% from \$26,154 to \$70,022. The revision reflects a change in percentages that Nassau County will receive by property. The changes in payments to Nassau County are only timing differences. The total amount received by Nassau County over a five year period is the same as projected in the original contract. The current rent roll, after only one year of operation with the new management company, has already reached the level projected in the fifth year of the contract.

Impact on Funding / Price Analysis: 0/0

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PK
Resp:	1160
Object:	500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$,014

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	PKGEN1100/DE500	\$
4	PKGEN1100/DE500	\$1.01
5		\$
ADDITIONAL		\$
TOTAL		\$1.01

Document Prepared By:

Seann T. Rainey, Deputy Director NC Real Estate Dept.

Date: 1/18/08

Contract ID#: CQPK0600052-04



Department: Parks, Rec. & Museums

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 <i>[Signature]</i>	
Name <i>[Signature]</i>		Name <i>[Signature]</i>		Date <i>2-18-09</i>	
Date <i>2/17/09</i>		Date		(For Office Use Only)	
				E #:	

[Signature]

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: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E. Jericho Tpke, *Mineola, NY 11501*

FEDERAL TAX ID #: 02076326-01

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 11/1/2006. 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 RFP issued on December 15, 2005.

[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.

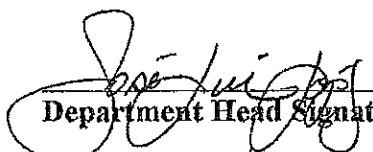
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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:

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


Department Head Signature
12/10/08
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 February 1, 2008 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number ^{CQPK06000052} ~~CQPK06000052~~-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement") as amended by Amendment No2 ("Amendment No2") signed by the County on March 19, 2008, the Contractor performs certain services for the County in connection with property management, 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 November ¹ ~~6~~, 2006 through October 31, 2011 (the "Original Term");

WHEREAS; the debt and debt service to the Contractor for funds advanced on behalf of the County, which exceeded the amount projected in the Original Contract due to increased capital expenditures, needs to be repaid in order to satisfy the terms set forth in the Original Agreement thus reducing future debt service.

WHEREAS; the parties wish to modify the Original Agreement to (i) add certain units to the

landmark portfolio and (ii) give the County an option that would provide for expedited retirement of debt associated w/the Original Agreement.

WHEREAS; the Contractor, at the request of the County, advanced funds for unanticipated capital expenditures related to the Eldersfield Preserve. NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Appendix "A" and "C"

1. In order to reflect the accelerated and increased capital expenditures and the increased fees charged to current and anticipated occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

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 date first above written.

SMITH AND DRAKE REALTY CORPORATION
D/B/A SMITH AND DEGROAT REAL ESTATE

By: 

Name: Matthew L. Smith

Title: CEO

Date: 11/26/08

NASSAU COUNTY

By: 

Name: IAN SIEGEL

Title: Deputy County Executive

Date: 2-20-09

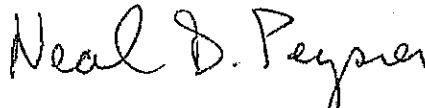
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of November in the year 2008 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the CEO of Smith + Drake Realty 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



NEAL D. PEYSNER

NOTARY PUBLIC, State of New York
No. 4948197

Qualified in Nassau County

Commission Expires March 6, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of Feb in the year 2009 before me personally came Ian Siegel to me personally known, who, being by me duly sworn, did

depone 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

James D. Collins

JAMES D. COLLINS
NOTARY PUBLIC, State of New York
No. 4381903
Qualified in Nassau County
Commission Expires Dec. 28, 2010

APPENDIX A

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0
Sands Point Park & Preserve (Superintendent's Quarters)								
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$2,800		20%	80%	0%	\$560	\$0
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,350		25%	75%	0%	\$338	\$0
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$1,000		25%	75%	0%	\$250	\$0
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$6,600		15%	85%	0%	\$990	\$0
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$1,700		25%	75%	0%	\$425	\$0

APPENDIX A

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY		\$1,750	25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY		\$2,000	25%	75%	0%	\$500	\$0
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY		\$3,000	20%	80%	0%	\$600	\$0
Jericho Historic Preserve (Cottage Barn)	Jericho, NY		\$1,500	20%	80%	0%	\$300	\$0
Jericho Historic Preserve, (Dr. S. Carl Homestead)	Jericho, NY		\$2,500	20%	80%	0%	\$500	\$0
Jericho Historic Preserve (Chesire House)	Jericho, NY		\$4,000	20%	80%	0%	\$800	\$0
Jericho Historic Preserve (Farmland Barn)	Jericho, NY		\$1,450	25%	75%	0%	\$363	\$0

APPENDIX A

Property Name	Location	Year 2		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,300	20%	80%	0%	\$250	\$0
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,000	25%	75%	0%	\$250	\$0
Eldersfield Preserve (Cottage)	Manhasset, NY	\$500	25%	75%	0%	\$125	\$0
Eldersfield Preserve	Manhasset, NY	\$3,000	20%	80%	0%	\$600	\$0
Malcom House	Jericho, NY	\$0	20%	80%	0%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms Unit 2	Jericho, NY	\$0	5%	95%	0%	\$0	\$0

APPENDIX A

Property Name	Location	Year 2		Insurance, Repairs & Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Old Mill Farms Unit 3	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms Unit 4	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms House	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072	25%	75%	0%	\$768	\$0
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$0	25%	75%	0%	\$0	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,500	20%	80%	0%	\$500	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,350	25%	75%	0%	\$338	\$0
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,600	25%	75%	0%	\$650	\$0

APPENDIX A

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,500		20%	80%	0%	\$700	\$0
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150		25%	75%	0%	\$288	\$0
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,000		20%	80%	0%	\$400	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$850		25%	75%	0%	\$213	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$0		25%	75%	0%	\$0	\$0
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,300		25%	75%	0%	\$825	\$0
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,650		25%	75%	0%	\$413	\$0

APPENDIX A

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,500		25%	75%	0%	\$375	\$0
Maintenance House Apartment	Seaford, NY	\$1,000		25%	75%	0%	\$250	\$0
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,500		20%	80%	0%	\$700	\$0
Smithers Estate	Mill Neck, NY	\$2,500		20%	80%	0%	\$500	\$0
Fruggie's Farm Unit 1	East Meadow, NY	\$1,300		20%	80%	0%	\$260	\$0
Fruggie's Farm Unit 2	East Meadow, NY	\$1,200		20%	80%	0%	\$240	\$0
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$788		20%	80%	0%	\$158	\$0
Trout Lake House	West Hempstead, NY	\$0		20%	80%	0%	\$0	\$0

APPENDIX A

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,700		20%	80%	0%	\$340	\$0

% Increases from Prior Year

Monthly

Monthly with Vacancy Factor of

Annualized

Annualized with Vacancy Factor of

5.0%

5.0%

~~\$78,660~~
\$78,660
\$74,727
\$943,914
\$896,718

\$75,372 Rent Roll at November 1, 2008

\$3,288 Fruggie's Farm

\$78,660 Rent Roll at End of Year 2

\$17,151
\$16,293
\$205,806
\$195,516

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,800		20%	80%	0%	\$560	\$0
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	Port Washington, NY	\$1,350		25%	75%	0%	\$338	\$0
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,000		25%	75%	0%	\$250	\$0
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,600		15%	85%	0%	\$990	\$0
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,700		25%	75%	0%	\$425	\$0
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,000		25%	75%	0%	\$500	\$0
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,000		20%	80%	0%	\$600	\$0
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,500		20%	80%	0%	\$300	\$0
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,500		20%	80%	0%	\$500	\$0
Jericho Historic Preserve (Cheshire House)	Jericho, NY	\$4,000		20%	80%	0%	\$800	\$0
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,450		25%	75%	0%	\$363	\$0

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,300		25%	75%	0%	\$325	\$0
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,000		25%	75%	0%	\$250	\$0
Eidersfield Preserve (Cottage)	Manhasset, NY	\$500		25%	75%	0%	\$125	\$0
Eidersfield Preserve	Manhasset, NY	\$3,000		20%	80%	0%	\$600	\$0
Malcom House	Jericho, NY	\$4,500		20%	80%	0%	\$900	\$0
Old Mill Farms Unit 1	Jericho, NY	\$1,800		5%	95%	0%	\$90	\$0
Old Mill Farms Unit 2	Jericho, NY	\$1,200		5%	95%	0%	\$60	\$0

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Old Mill Farms Unit 3	Jericho, NY	\$2,500		5%	95%	0%	\$125	\$0
Old Mill Farms Unit 4	Jericho, NY	\$2,500		5%	95%	0%	\$125	\$0
Old Mill Farms House	Jericho, NY	\$3,000		5%	95%	0%	\$150	\$0
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072		25%	75%	0%	\$768	\$0
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,000		25%	75%	0%	\$250	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,500		20%	80%	0%	\$500	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,350		25%	75%	0%	\$338	\$0
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,600		20%	80%	0%	\$520	\$0

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,500		20%	80%	0%	\$700	\$0
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150		25%	75%	0%	\$288	\$0
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,000		20%	80%	0%	\$400	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,500		20%	80%	0%	\$500	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$900		25%	75%	0%	\$225	\$0
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,300		20%	80%	0%	\$660	\$0
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,650		25%	75%	0%	\$413	\$0

APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,500		25%	75%	0%	\$375	\$0
Maintenance House Apartment	Seaford, NY	\$1,000		25%	75%	0%	\$250	\$0
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,500		20%	80%	0%	\$700	\$0
Smithers Estate	Mill Neck, NY	\$2,500		20%	80%	0%	\$500	\$0
Fruggie's Farm Unit 1	East Meadow, NY	\$1,300		20%	80%	0%	\$260	\$0
Fruggie's Farm Unit 2	East Meadow, NY	\$1,200		20%	80%	0%	\$240	\$0
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$788		20%	80%	0%	\$158	\$0
Trout Lake House	West Hempstead, NY	\$2,500		20%	80%	0%	\$500	\$0

APPENDIX A

Property Name	Location	Year 3	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee					
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,700	20%	80%	0%	\$340	\$0

% Increases from Prior Year
Monthly
Monthly with Vacancy Factor of
Annualized
Annualized with Vacancy Factor of

\$100,210
\$95,199
\$1,202,514
\$1,142,388

\$19,633
\$18,651
\$235,596
\$223,816

\$0
\$0
\$0
\$0

APPENDIX A

Property Name	Location	Year 4 Projected USO Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,090	25%	35%	40%	\$773	\$1,236
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,884	20%	40%	40%	\$577	\$1,154
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,803	25%	35%	40%	\$451	\$721
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,391	25%	35%	40%	\$348	\$556
Sands Point Park & Preserve (Caretakers Unit Palatse Mainston Wing)	Port Washington, NY	\$1,030	25%	35%	40%	\$258	\$412
Sands Point Park & Preserve (Mile Flours - 1st & 2nd Floors)	Port Washington, NY	\$6,798	15%	45%	40%	\$1,020	\$2,719
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,751	25%	35%	40%	\$438	\$700
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,090	25%	35%	40%	\$773	\$1,236

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,803		25%	35%	40%	\$451	\$721
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,060		25%	20%	55%	\$515	\$1,133
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,090		20%	25%	55%	\$618	\$1,700
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,545		20%	25%	55%	\$309	\$850
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Jericho Historic Preserve (Cheshire House)	Jericho, NY	\$4,120		20%	25%	55%	\$824	\$2,266
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,494		25%	20%	55%	\$373	\$821

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,339		25%	20%	55%	\$335	\$736
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,030		25%	20%	55%	\$256	\$567
Eldersfield Preserve (Cottage)	Manhasset, NY	\$515		25%	20%	55%	\$129	\$283
Eldersfield Preserve	Manhasset, NY	\$3,090		20%	25%	55%	\$618	\$1,700
Malcom House	Jericho, NY	\$4,635		20%	25%	55%	\$927	\$2,549
Old Mill Farms Unit 1	Jericho, NY	\$1,854		5%	40%	55%	\$93	\$1,020
Old Mill Farms Unit 2	Jericho, NY	\$1,236		5%	40%	55%	\$62	\$680

APPENDIX A

Property Name	Location	Year 4		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Old Mill Farms Unit 3	Jericho, NY	\$2,575	5%	40%	55%	\$123	\$1,416
Old Mill Farms Unit 4	Jericho, NY	\$2,575	5%	40%	55%	\$129	\$1,416
Old Mill Farms House	Jericho, NY	\$3,090	5%	40%	55%	\$155	\$1,700
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,164	25%	20%	55%	\$791	\$1,740
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,030	25%	20%	55%	\$258	\$567
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 1	East Norwich, NY	\$2,575	20%	25%	55%	\$515	\$1,416
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 2	East Norwich, NY	\$1,391	25%	20%	55%	\$348	\$765
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,678	20%	25%	55%	\$536	\$1,473

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,605		20%	25%	55%	\$721	\$1,983
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,185		25%	20%	55%	\$296	\$651
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,060		20%	25%	55%	\$412	\$1,133
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$927		25%	20%	55%	\$232	\$510
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,399		20%	25%	55%	\$680	\$1,869
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,700		25%	20%	55%	\$425	\$935

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Multon town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,545		25%	20%	55%	\$386	\$850
Maintenance House Apartment	Seaford, NY	\$1,030		25%	20%	55%	\$258	\$567
Tiffany Creek Preserve (Carstaker Unit)	Oyster Bay, NY	\$3,605		20%	25%	55%	\$721	\$1,983
Smithers Estate	Mill Neck, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Fruggie's Farm Unit 1	East Meadow, NY	\$1,339		20%	25%	55%	\$268	\$736
Fruggie's Farm Unit 2	East Meadow, NY	\$1,236		20%	25%	55%	\$247	\$680
Fruggie's Farm Farmstand \$1,950 for (9) Months is \$789/Month Annualized	East Meadow, NY	\$811		20%	25%	55%	\$162	\$446
Trout Lake House	West Hempstead, NY	\$2,575		20%	25%	55%	\$515	\$1,416

APPENDIX A

Property Name	Location	Year 4		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,751	20%	25%	55%	\$350	\$953

% Increases from Prior Year

Monthly

Monthly with Vacancy Factor of

Annualized

Annualized with Vacancy Factor of

3.00%

\$103,216

\$98,055

\$1,238,589

\$1,176,660

5.0%

5.0%

\$20,222

\$19,211

\$242,664

\$230,531

\$53,223

\$50,562

\$638,675

\$606,741

APPENDIX A

Property Name	Location	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,183	25%	13%	62%	\$796	\$1,973
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,971	20%	18%	62%	\$594	\$1,842
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,857	25%	13%	62%	\$464	\$1,151
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,432	25%	13%	62%	\$358	\$888
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,061	25%	13%	62%	\$265	\$658
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$7,002	15%	23%	62%	\$1,050	\$4,341
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,804	25%	13%	62%	\$451	\$1,118
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,183	25%	13%	62%	\$796	\$1,973

APPENDIX A

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,857		25%	13%	62%	\$464	\$1,151
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,122		25%	11%	64%	\$530	\$1,358
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,183		20%	16%	64%	\$637	\$2,037
Jericho Historic Preserve (Carnegie Barn)	Jericho, NY	\$1,591		20%	16%	64%	\$318	\$1,018
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,552		20%	16%	64%	\$530	\$1,697
Jericho Historic Preserve (Chesine House)	Jericho, NY	\$4,244		20%	16%	64%	\$849	\$2,716
Jericho Historic Preserve (Famillane Barn)	Jericho, NY	\$1,538		25%	11%	64%	\$385	\$985

APPENDIX A

Property Name	Location	Year 5	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee					
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,379	25%	11%	64%	\$345	\$883
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,061	25%	11%	64%	\$265	\$679
Eldersfield Preserve (Cottage)	Manhasset, NY	\$530	25%	11%	64%	\$133	\$339
Eldersfield Preserve	Manhasset, NY	\$3,183	20%	16%	64%	\$637	\$2,037
Malcom House	Jericho, NY	\$4,774	20%	16%	64%	\$955	\$3,055
Old Mill Farms Unit 1	Jericho, NY	\$1,910	5%	31%	64%	\$95	\$1,222
Old Mill Farms Unit 2	Jericho, NY	\$1,273	5%	31%	64%	\$64	\$815

APPENDIX A

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&D Fee						
Old Mill Farms Unit 3	Jericho, NY	\$2,652		5%	31%	64%	\$133	\$1,697
Old Mill Farms Unit 4	Jericho, NY	\$2,652		5%	31%	64%	\$133	\$1,697
Old Mill Farms House	Jericho, NY	\$3,163		5%	31%	64%	\$159	\$2,037
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,259		25%	67%	64%	\$815	\$2,086
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,061		25%	11%	64%	\$265	\$679
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,652		20%	16%	64%	\$530	\$1,697
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,432		25%	11%	64%	\$358	\$917
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,758		20%	16%	64%	\$552	\$1,765

APPENDIX A

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,713		20%	16%	64%	\$743	\$2,376
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,220		25%	11%	64%	\$305	\$781
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,122		20%	16%	64%	\$424	\$1,358
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,652		20%	16%	64%	\$530	\$1,697
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$955		25%	11%	64%	\$239	\$611
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,501		20%	16%	64%	\$700	\$2,241
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,750		25%	11%	64%	\$438	\$1,120

APPENDIX A

Property Name	Location	Year 5		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,591	25%	11%	64%	\$398	\$1,018
Maintenance House Apartment	Seaford, NY	\$1,061	25%	11%	64%	\$265	\$679
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,713	20%	16%	64%	\$743	\$2,376
Smithers Estate	Mill Neck, NY	\$2,652	20%	16%	64%	\$530	\$1,697
Fruggie's Farm Unit 1	East Meadow, NY	\$1,379	20%	16%	64%	\$276	\$883
Fruggie's Farm Unit 2	East Meadow, NY	\$1,273	20%	16%	64%	\$255	\$815
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$835	20%	16%	64%	\$167	\$535
Trout Lake House	West Hempstead, NY	\$2,652	20%	16%	64%	\$530	\$1,697

APPENDIX A

Property Name	Location	Year 5		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,804	20%	16%	64%	\$361	\$1,154

% Increases from Prior Year	3.00%		
Monthly	\$106,312	\$20,829	\$67,553
Monthly with Vacancy Factor of	\$100,997	\$19,787	\$64,175
Annualized	\$1,275,747	\$249,944	\$810,635
Annualized with Vacancy Factor of	\$1,211,960	\$237,447	\$770,103

AMENDMENT NO. 4

This AMENDMENT, dated as of the date this amendment is executed by the County Executive of his duly designated deputy (together with the appendix attached hereto, this "Amendment"), 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 Nassau County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001 and CLPK09000001 (as amended, the "Original Agreement"), the Contractor performs certain services for 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 commenced November 1, 2006 and terminates on October 31, 2011 (the "Original Term");

WHEREAS, under the Original Agreement, the Contractor is to be paid a percentage of the fees the County receives from the use and occupancy of various landmark properties located in County parks and preserves and other County property; and

WHEREAS, over the term of the Original Agreement, the Contractor has advanced certain monies on behalf of the County to complete renovations of the landmark units, such advances being paid back to the Contractor out of the above fees received by the County; and

WHEREAS, the County and the Contractor desire to amend the arrangement by which the Contractor is paid in order to increase such payments such that the Contractor is paid back for its advances in a more expeditious manner at a lesser cost to the County; and

WHEREAS, the County and the Contractor desire to amend the agreement to provide for a reserve to pay for unexpected repairs and capital improvements to the landmark properties without the need for advances from the Contractor.

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

1. Services. The first paragraph of Section 2 is amended to read as follows: "The services to be provided by the Contractor under this Agreement shall consist of acting as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Appendix A (the "Property"). The County shall have the right in its sole discretion to add or remove units from the Property. In the event that the County should remove any units from the Property during the first five (5) year term of this Agreement, Contractor shall be reimbursed for the cost of repairs actually made, less the amounts for which the Contractor has already been reimbursed, including interest at nine percent (9%) running from the Commencement Date. However, Contractor shall not be entitled to any reimbursement in the event that this Agreement is terminated by Contractor pursuant to paragraph 17(b)."

2. Amount of Consideration. (a) Appendix A to the Original Agreement is deleted and replaced by

Appendix A attached hereto. For the avoidance of doubt, for calendar year 2010, the County shall receive a total of no less than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in compensation, to be paid to the County in three equal payments of no less than Fifty Thousand and 00/100 Dollars (\$50,000.00) in the months of October, November and December of 2010. For calendar year 2011, the County shall receive such percentage of the fees collected from the use and occupancy of the Property as stated on Appendix A.

(b) Beginning in year 2011 and for every year thereafter, Contractor shall reserve the amount of Sixty-Six Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$66,667.00) per year for emergency repairs and capital improvements from the fees the County receives from the use and occupancy of the Property. Such amount shall be reserved in equal monthly amounts of Five Thousand Five Hundred Fifty-Five and 58/100 Dollars (\$5,555.58) per month and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for emergency repairs and other capital improvements to the Property, but only after receiving the consent of the Department. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

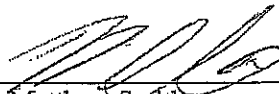
3. Capital Improvements. (a) Appendix C attached to the Original Agreement is deleted and replaced By Appendix C attached hereto.

(b) In the event that the Contractor shall expend monies on behalf of the County for capital improvements to the Property, Contractor shall be reimbursed for such monies actually expended, less the amounts for which the Contractor has been reimbursed, including interest at twelve percent (12%) running from the Commencement Date of this Agreement until the effective date of this Amendment and nine percent (9%) thereafter. The Contractor must receive the written consent of the Department prior to expending any monies on behalf of the County.

4. 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 Original Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement on the dates written below.

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

By: 
Name: Matthew Smith
Title: President
Date: 10-20-10

COUNTY OF NASSAU

By: _____
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of October in the year 2010 before me personally came Matthew Smith 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 Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, 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.

Neal D. Peysner
NOTARY PUBLIC

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2010 before me personally came Richard R. Walker 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 Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A

* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Sands Point Park & Preserve (Captains Quarters)	Port Washington, NY	\$0	\$2,800		20%	66%	14%	\$560	\$399
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$0	\$2,800		20%	66%	14%	\$560	\$399
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$0	\$1,500		25%	61%	14%	\$375	\$214
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$0	\$1,400		25%	61%	14%	\$350	\$200
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$0	\$1,000		25%	61%	14%	\$250	\$143
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$0	\$6,600		15%	71%	14%	\$990	\$541
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$0	\$1,700		20%	66%	14%	\$340	\$242
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$0	\$2,250		20%	66%	14%	\$450	\$321

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee	Proposer's Monthly Percentage				
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$0	\$2,000	20%	66%	14%	\$400	\$285
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$0	\$3,000	20%	66%	14%	\$600	\$428
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$0	\$1,575	20%	66%	14%	\$315	\$224
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$0	\$2,500	20%	66%	14%	\$500	\$356
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$0	\$4,000	15%	71%	14%	\$600	\$570
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$0	\$1,450	25%	61%	14%	\$363	\$207
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$0	\$1,350	25%	61%	14%	\$338	\$192
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$0	\$1,000	25%	61%	14%	\$250	\$143
Eldersfield Preserve (Cottage)	Manhasset, NY	\$0	\$600	25%	61%	14%	\$125	\$71

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Eldersfield Preserve	Manhasset, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428
Malcom House	Jericho, NY	\$0	\$0		20%	66%	14%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$0	\$1,675		20%	66%	14%	\$335	\$239
Old Mill Farms Unit 2	Jericho, NY	\$0	\$1,200		25%	61%	14%	\$300	\$171
Old Mill Farms Unit 3	Jericho, NY	\$0	\$2,050		20%	66%	14%	\$410	\$292
Old Mill Farms Unit 4	Jericho, NY	\$0	\$2,050		20%	66%	14%	\$410	\$292
Old Mill Farms House	Jericho, NY	\$0	\$2,500		20%	66%	14%	\$500	\$356
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$0	\$3,072		15%	71%	14%	\$461	\$438

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Protected U&O Fee						
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$0	\$0		25%	61%	14%	\$0	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	\$0	\$3,500		20%	66%	14%	\$700	\$499
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$0	\$1,350		25%	61%	14%	\$338	\$192
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$0	\$2,600		20%	63%	14%	\$520	\$371
Mutton town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	\$0	\$4,150		20%	66%	14%	\$830	\$591
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$0	\$1,150		25%	61%	14%	\$288	\$164
Mutton town Park & Preserve - North Shore Heritage/Marines/Director Chelsea Mansion	East Norwich, NY	\$0	\$500		25%	61%	14%	\$125	\$71
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$0	\$800		25%	61%	14%	\$200	\$114

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenute to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$0	\$900		25%	61%	14%	\$225	\$128
Mutton town Park & Preserve (Chelsea Maintenance Quarters) (Two Units)	East Norwich, NY	\$0	\$3,450		20%	66%	14%	\$690	\$492
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$0	\$1,650		20%	66%	14%	\$330	\$235
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$0	\$1,500		25%	61%	14%	\$375	\$214
Maintenance House Apartment	Seaford, NY	\$0	\$1,000		25%	61%	14%	\$250	\$143
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee	Proposer's Monthly Percentage				
Smithers Estate	Mill Neck, NY	\$0	\$2,500	20%	66%	14%	\$500	\$356
Fruggie's Farm Unit 1	East Meadow, NY	\$0	\$1,200	25%	61%	14%	\$300	\$171
Fruggie's Farm Unit 2	East Meadow, NY	\$0	\$1,200	25%	61%	14%	\$300	\$171
Fruggie's Farm Farmland	East Meadow, NY	\$0	\$1,050	25%	61%	14%	\$263	\$150
Trout Lake House	West Hempstead, NY	\$0	\$1,650	20%	66%	14%	\$330	\$235
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$0	\$1,300	25%	61%	14%	\$325	\$185

% Increases from Prior Year
Monthly
Monthly with Vacancy Factor of
Annualized
Annualized with Vacancy Factor of
Management Fee:

25%
20%
15%
Up to \$1500
\$1501-\$3000
>\$3000

\$0
\$0
\$0
\$0
\$0
\$0

\$90,422
\$87,709
\$1,085,064
\$1,052,512

3.0%
3.0%

\$18,488
\$17,914
\$221,620
\$214,971

\$12,887
\$12,500
\$154,639
\$150,000

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$2,898		20%	24%	56%	\$580	\$1,537
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,898		20%	24%	56%	\$580	\$1,537
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	Port Washington, NY	\$1,553		25%	19%	56%	\$388	\$677
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	Port Washington, NY	\$1,449		25%	19%	56%	\$362	\$619
Sands Point Park & Preserve (Caretakers Unit Fataise Mansion Wing)	Port Washington, NY	\$2,000		25%	19%	56%	\$500	\$1,130
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,831		15%	29%	56%	\$1,025	\$3,859
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,760		20%	24%	56%	\$352	\$894
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,105		20%	24%	56%	\$621	\$1,754
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$2,329		20%	24%	56%	\$466	\$1,316

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,070		20%	24%	56%	\$414	\$1,169
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,105		20%	24%	56%	\$621	\$1,754
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,630		20%	24%	56%	\$326	\$921
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,586		20%	24%	56%	\$518	\$1,462
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$4,140		15%	29%	56%	\$621	\$2,339
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,501		25%	19%	56%	\$375	\$848
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,397		25%	19%	56%	\$349	\$789
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,035		25%	19%	56%	\$269	\$585
Eldersfield Preserve (Cottage)	Manhasset, NY	\$1,200	*	25%	19%	56%	\$300	\$678

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected	U&O Fee					
Eldersfield Preserve	Manhasset, NY	\$3,105		20%	24%	56%	\$621	\$1,754
Malcom House	Jericho, NY	\$0		20%	24%	56%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$1,734		20%	24%	56%	\$347	\$979
Old Mill Farms Unit 2	Jericho, NY	\$1,242		25%	19%	56%	\$311	\$702
Old Mill Farms Unit 3	Jericho, NY	\$2,122		20%	24%	56%	\$424	\$1,199
Old Mill Farms Unit 4	Jericho, NY	\$2,122		20%	24%	56%	\$424	\$1,199
Old Mill Farms House	Jericho, NY	\$2,588		20%	24%	56%	\$518	\$1,462
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,180		15%	67%	56%	\$477	\$1,796

APPENDIX A

* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$2,000		20%	24%	56%	\$400	\$1,130
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	\$3,823		20%	24%	56%	\$725	\$2,046
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,397		25%	19%	56%	\$349	\$789
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,691		20%	24%	56%	\$538	\$1,520
Mutton town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	\$4,285		20%	24%	56%	\$859	\$2,427
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,190		25%	19%	56%	\$298	\$672
Mutton town Park & Preserve - North Shore Heritage/Marines/Director (Chelsea Mansion)	East Norwich, NY	\$1,018		25%	19%	56%	\$254	\$575
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$828		25%	19%	56%	\$207	\$468

APPENDIX A

* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 6 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Multon town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$932	25%	19%	56%	\$233	\$528
Multon town Park & Preserve (Chelsea Maintenance Quarters) (Two Units)	East Norwich, NY	\$3,571	20%	24%	56%	\$714	\$2,017
Multon town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,708	20%	24%	56%	\$342	\$965
Multon town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$2,100	20%	24%	56%	\$420	\$1,186
Maintenance House Apartment	Seaford, NY	\$1,600	20%	24%	56%	\$320	\$904
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,105	20%	24%	56%	\$621	\$1,754

APPENDIX A

*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Smithers Estate	Mill Neck, NY	\$2,588	20%	24%	56%	\$518	\$1,462
Fruggie's Farm Unit 1	East Meadow, NY	\$1,242	25%	19%	56%	\$311	\$702
Fruggie's Farm Unit 2	East Meadow, NY	\$1,242	25%	19%	56%	\$311	\$702
Fruggie's Farm Farmstead	East Meadow, NY	\$1,087	25%	19%	56%	\$272	\$614
Trout Lake House	West Hempstead, NY	\$1,708	20%	24%	56%	\$342	\$965
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,346	25%	19%	56%	\$336	\$760

3.50%
\$88,847
\$95,881
\$1,186,161
\$1,150,576

\$20,145
\$19,540
\$241,736
\$234,484

% Increases from Prior Year
Monthly
Monthly with Vacancy Factor of
Annualized
Annualized with Vacancy Factor of
Management Fee:

3.0%
3.0%
Up to \$1500
\$1501-\$3000
>\$3000

25%
20%
15%

\$55,842
\$54,167
\$670,103
\$650,000

Schedule C
Capital Expenditures

Property Address	Actual Through 08/30/10	Description	Projected 07/01/10-12/31/10	2011 Reserve	Total
Cedarvale Preserve		NA			
Sands Point Park & Preserve-Captain's Quarters	60,802	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting. Fireplace repair to code. Roof repairs. Update bathroom.			60,802
Sands Point Park & Preserve-Superintendent's Quarters	13,220	Kitchen floor, tub, sprout, outside door, new oil fired gun and oil burner chamber. Windows.			13,220
Sands Point Park & Preserve-Bowling Alley Apt. 1	59,269	Replace rotted wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.			59,269
Sand Points Park & Preserve-Bowling Alley Apt. 2	52,964	Garage apartment. Replace rotted wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.			52,964
Sands Point Park & Preserve-Caretakers Unit	2,980	Kitchen sink and stainless. Interior paint and kitchen appliances.			2,980
Sands Point Park & Preserve-Mills House	1,500	Share of security gate costs.			1,500
Sands Point Park & Preserve-Garage Maintenance	3,618	New piping and fittings in kitchen. Share of security gate costs.			3,618
Sands Point Park & Preserve-Lane Lodge Apt. 1	130,845	New kitchen: upgrade bathroom, sheetrock in all rooms, upgrade electric and plumbing to code, new interior wall sections where needed, carpeted plumbing, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new chisel light fixtures, new and/or refinished floors.			130,845
Sands Point Park & Preserve-Lane Lodge Apt. 2	34,218	Replace kitchen ceiling and install new studs where needed in closet, paint and window well covers.			34,218
Sands Point Park & Preserve-Lane Lodge Apt. 3	68,499	New kitchen and bathroom upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors and window well covers. Repaint for new occupant.			68,499
Jericho Historic Preserve-Elias Hicks House	42,186	Convert bathroom to office space, repair windows, re-screen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting. New boiler. Basement floor and floors sealed and painted. Electrical upgrades to code per fire marshal inspection.			42,186
Jericho Historic Preserve-Cantage Barn	9,644	Interior painting and wall repairs, refinish wood floor, new carpeting and electrical upgrades. New appliances.			9,644
Jericho Historic Preserve-Dr. S. Carl Homestead	8,050	Fence around perimeter of house and gate.			8,050
Jericho Historic Preserve-Dr. S. Carl Homestead	(6,000)	Construction Contribution from Seller or Permittee			(6,000)
Jericho Historic Preserve-Chester House	37,645	Exterior painting, new shutters, roof flashing, window caulking and hose bibs. Interior painting and electric upgrades to code. New window wells.			37,645
Jericho Historic Preserve-Familene Barn	79,084	New kitchen, new bathroom, upgrade electric and plumbing to code, closets, sump pump, lighting, drywall, remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, leaders and gutters, screen doors, landscaping and cleanup.			79,084
Jericho Historic Preserve-Familene Cottage 1	75,727	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows. Exterior painting and repairs to siding.			75,727
Jericho Historic Preserve-Familene Cottage 2	8,832	New gutters and leaders. Exterior painting. Plumbing upgrades and sump pump.			8,832
Eldersfield Preserve-Cottage	4,105	Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.			4,105
Eldersfield Preserve	144,209	Exterior painting and total renovation of interior including interior painting, refinish wood floors, carpeting, new HVAC system, new appliances, new kitchen, new bathrooms, landscaping, brick walkway, renovation of stone steps, upgrade electric to code.	1,400		144,809

Schedule C
Capital Expenditures

Property Address	Actual Through 06/30/10	Description	Projected 07/1/10-12/31/10	2011 Reserve	Total
Malcolm House	27,025	New HVAC system, upgrade electric outlet to code, new lighting where needed, clean-out basement. Run conduits for telephone and computer systems.	7,500	-	34,525
Old Mill Farms	474,301	Total renovation of four unit complex and one family home including upgrades to electric and plumbing to code, new roofs, new kitchens, new bathrooms, refinish wood floors, carpeting, new HVAC systems, new boiler, New shutoff where needed, interior and exterior painting. Landscaping and sprinkler systems. Smoke and CO2 detectors.	5,394	-	482,695
Old Mill Farms	(260,000)	Construction Contribution from Seller or Permittee	-	-	(260,000)
Multonown Park & Preserve-Nassau Hall 2nd Floor		Prepare space of Nassau County EAP including wall and ceiling repairs, painting and carpeting office suite.	10,878	-	10,878
Multonown Park & Preserve-Nassau Hall 3rd Floor	2,990	Bathroom upgrades.	-	-	2,990
Multonown Park & Preserve-Nassau Hall Apt. 1	44,148	Oil burner repairs, interior painting, new bathrooms, new kitchen, carpeting, electrical upgrades to code, new screens and washer/dryer. Exterior lighting.	-	-	44,148
Multonown Park & Preserve-Nassau Hall Apt. 2	2,018	Oil burner repairs. Exterior lighting.	-	-	2,018
Multonown Park & Preserve-Barnswallow Carriage	23,735	New bathroom, interior painting, and mold remediation. Replacement of damaged siding and roof repairs.	2,900	-	26,635
Multonown Park & Preserve-Barnswallow Center	87,670	Callout replacement due to water damage and boiler repair. Interior painting. New bathrooms and kitchen. Refinish floors. Carpeting. Electric upgrades to code. Created two units.	-	-	87,670
Multonown Park & Preserve-Nassau Hall Apt. 3	3,228	Oil burner repairs. Exterior lighting. Carpeting.	-	-	3,228
Multonown Park & Preserve North Wing-2nd/3rd Floor	26,030	New kitchen, rear deck, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.	-	-	26,030
Multonown Park & Preserve-Chelsea Caretaker Unit	15,539	Interior painting, new kitchen, bathroom upgrade.	-	-	15,539
Multonown Park & Preserve-Chelsea Caretaker Unit-First Floor Office	1,125	Interior painting and electric upgrades.	-	-	1,125
Multonown Park & Preserve-Chelsea Maintenance	141,509	New kitchen, two new bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed. Created two units.	-	-	141,509
Multonown Park & Preserve-Chelsea Garage Apt	38,578	Exterior painting. Electrical upgrades to code. Boiler upgrade. New appliances. Refinished wood floors. Interior painting. Upgraded kitchen.	1,500	-	38,078
Multonown Park & Preserve-Chelsea Lodge Gatehouse	59,760	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new ledco, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.	-	-	59,760
Shattuck Preserve	-	NA	-	-	-
Tackapash Preserve-Maintenance House Apartment	2,704	Plumbing upgrades.	-	-	2,704
Tiffany Creek Preserve-Caretaker Unit	86,023	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors. Exterior painting.	-	-	86,023
Smithers Estate	28,565	New kitchen, upgrade bathroom, interior painting, live window wells and basement windows. Paint outside trim.	-	-	28,565
Fruggie's Farms	9,669	Renovate damaged walls and ceilings. Interior painting, landscaping, kitchen and bathroom upgrades. Refinish wood floors, clean oil basement and exterior grounds.	4,000	-	13,669
Trout Lake	221,900	Total renovation of one family home. Gut interior. New shutoff throughout. New HVAC system. New electrical system. New roof. Fencing. Landscaping. New kitchen. New bathrooms. New floors. Interior painting. Exterior painting. Landscaping. Brick walkway. Replace rotted framing. Smoke and CO2 detectors. Appliances.	-	-	221,900
Trout Lake	(200,500)	Exterior lighting.	-	-	(200,500)
Wellwyn Preserve-Caretaker Unit	207	Miscellaneous.	-	-	207
Other	871	Miscellaneous.	-	-	871
Total Net of Construction Contributions from Seller or Permittee			\$ 42,570	\$ 86,607	\$ 1,761,212

WILLIAM J. MULLER III
CLERK OF THE LEGISLATURE



PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

December 26, 2011

Smith & Drake Realty Corp.
Dba Smith & DeGroat RealEstate
Attn: Marty Schackner
27 East Jericho Turnpike
Mineola, New York 11501

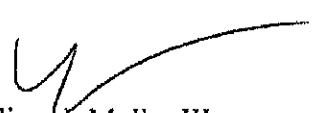
Re: Contract # 11000011 \$.01

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,


William J. Muller III
Clerk of the Nassau County Legislature

AMMENDMENT #5

Contract ID#: COPK06000052-06



Department: Parks, Recreation and Museums

Contract Details

SERVICE: Landmark Administration

NIFS ID # CLPK11000011-01

NIFS Entry Date: 9/20/2011

Term: from 11/1/2006 to 11/1/16

E-158-11

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate	Vendor ID# 02-0763626-01
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person Marty Schackner
	Phone (516) 248-6905

County Department
Department Contact Michael J. Kelly Deputy Director & Counsel Department of Real Estate Planning & Dev.
Address One West St., Mineola, NY 11501
Phone (516) 571-0328

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd Fw'd	SIGNATURE	Leg. Approval Required
9/20/2011 DHN DI FIGLIA	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	9/20/11	[Signature]	
9/21/11	OMB	NIFS Approval (Contractor Registered)	9/21/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/21/11	County Attorney	CA RE & Insurance Verification	9/21/11	[Signature]	
	County Attorney	CA Approval as to form	9/21/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	9/22/11	Gregory A. May	
11/17/2011	County Attorney	NIFS Approval	11/18/2011	[Signature]	
	Comptroller	NIFS Approval	11/20/11	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	9/23/11	[Signature]	



Contract Summary

Description: Amendment to an agreement with Smith & DeGroot Real Estate ("S&D") for the management of the Landmark Units.

Purpose: This amendment extends the terms of the agreement for a period of five (5) years (allowable under the original agreement) and reduce the fees to be paid to S&D.

Method of Procurement: S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received, S&D was the lowest bidder. A contract with a five (5) year term was entered into with S&D in 2006 as a result of that RFP.

Procurement History: See "Method of Procurement" above.

Description of General Provisions: This amendment increases the term of the contract for an additional five (5) years, an extension made available under the original agreement. Since the commencement of the contract, all units in the landmark portfolio have been renovated by the contractor, or only need minor repairs and capital improvements that are ongoing. As such, the County entered into negotiations with S&D to lower the fees to be paid to S&D under the contract. As a result, this amendment lowers S&D's management fee to 20%, down from 21.3%, the average of the management fees payable for all of the units. In addition, S&D's construction management fee is reduced from 15% to 12%. In addition, the reserve for capital improvements will be increased from \$67,000 per year to \$96,000 per year, which will allow the County to perform further improvements on the units at no additional cost to the County. Finally, many of the terms of the agreement are amended here to match many of the terms contained in the County's contract with S&D to manage the Mitchell Field units acquired from the Navy.

Impact on Funding / Price Analysis: The amendments made to S&D's contract by this amendment will reduce the cost to the County of the S&D contract. The changes made by this amendment will save the County approximately \$14,000 per year in management fees and approximately \$2,000 per year in construction management fees.

The County has been extremely pleased with S&D's performance under this contract over the past five years. Prior to S&D's administration of the landmark units, their care was entrusted to Friends of Long Island's Heritage ("FLIH"), a now-defunct organization. During such tenure, the units deteriorated and were being used by private individuals at far-below market rates. Since that time, S&D has performed remarkably in renovating these units back to or as close to their prior condition and marketing the units to private individuals for residential use at market rates. In addition, prior to S&D's administration of the units, the County had 32 revenue producing units. The County now has 45 revenue producing units. Overall, prior to S&D's management of the properties, FLIH collected approximately \$30,000 per month in License fees. Due to S&D's efforts, the County now collects approximately \$72,000 per month from the units administered by FLIH (in addition to approximately \$21,000 in fees collected from units established since 2006). In addition, S&D goes far above and beyond the duties laid out under the contract, far more than the services offered by other management companies. This results in a superior service to both the County and the Landmark Unit residents.

Change in Contract from Prior Procurement: See "Description of General Provisions" above

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CPRGEN
Control:	PK
Resp:	1100
Object:	500
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKCPRH00-DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6	PKGEN1100/DE500	\$0.01
TOTAL		\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Michael J. Kelly, Deputy Director, Office of Real Estate Sys.

Date: 9/15/2011

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that the document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>9/23/11</u>
Date: <u>12/6/11</u>	Date: <u>12/6/11</u>	(For Office Use Only)
		E #:

E-158-11

RULES RESOLUTION NO: 239 -2011

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

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 11-14-11

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Parks, Recreation and Museums, has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of the County's landmark unit portfolio, 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 said amendment with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate.

RULES RESOLUTION NO. - 2011

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

WHEREAS, the County on behalf of the Department of Real Estate
Services has negotiated an amendment to a personal services agreement with
Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation
to the operation, maintenance and improvement of the County's landmark
unit portfolio, a copy of which is on file with the Clerk of the Legislature;
now, therefore, be it

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

Hon. George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

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

CONTRACTOR ADDRESS: 27 E. Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: 02-0763626

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 an amendment of an existing contract.

The contract was originally executed by Nassau County on October 10, 2006. This is a renewal pursuant to the contract and an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued. The Contractor was the lowest bidder.

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

9/20/2011
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2011

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 Simon Paston & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563		CONTACT NAME: Commercial CSR PHONE (A/C, No, Ext): (516) 593-2220 FAX (A/C, No): (516) 593-2605 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00035143	
INSURED Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral INSURER B: Scottsdale INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL10112409860

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. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000					10/1/2010 10/1/2011
B	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 <input type="checkbox"/> N/A	CLS0069703	10/1/2010	10/1/2011	WORK STATUS/OTHER LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED: THE COUNTY OF NASSAU A.T.I.M.A.

CERTIFICATE HOLDER

THE COUNTY OF NASSAU
ONE WEST STREET
MINEOLA, NY 11530

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

ACORD 25 (2009/09)
INS025 (200909)© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2011

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 Simon Paston & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563	CONTACT NAME: Commercial CSR PHONE (A.C. No. Ext.): (516) 593-2220 FAX (A.C. No.): (516) 593-2605 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 00035143
INSURED Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral INSURER B: Scottsdale INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1192111450

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$ 10,000		XL80069763	10/1/2011	10/1/2012	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED(S): ATINA, THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPT OF PARKS RECREATION AND MUSEUMS

CERTIFICATE HOLDER

CANCELLATION

Nassau County
1 West Street
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SMITH & DE GROAT

Real Estate

Est. 1949

Tel 516-248-6905

www.smithanddegroat.com

Fax 516-741-4587

November 24, 2010

Mr. Michael J. Kelly
Deputy Director & Counsel
Nassau County Real Estate Planning & Development
One West Street, Room 200
Mineola, NY 11501

Re: Disclosure Notice

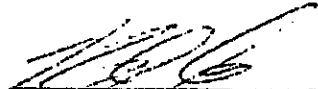
Dear Mr. Kelly:

This letter will serve as a Disclosure Notice for our 2006 contract. The Corporate profile for Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate is as follows:

Matthew L. Smith, - President
Home Address: 3 Fathers Court, Dix Hills, New York 11746
Business Address: 27 East Jericho Turnpike, Mineola, NY 11501
Business Telephone: (516) 248-6905

Should you require any additional information, please do not hesitate to contact me.

Sincerely,
SMITH & DEGROAT REAL ESTATE



Matthew L. Smith

AMENDMENT NO. 5

This AMENDMENT, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), 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 Nassau County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001 and CLPK10000001 (as amended, the "Original Agreement"), the Contractor performs certain services for 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 commenced November 1, 2006 and terminates on October 31, 2011 (the "Original Term");

WHEREAS, under the Original Agreement, the County has the option of renewing the terms of the Original Agreement for an additional five (5) year term; and

WHEREAS, the County wishes to renew the term of the Agreement, and wishes to revise certain terms of the Original Agreement; and

WHEREAS, the Contractor is amenable to the amendments made by this Amendment.

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

1. **Term.** Section 1 of the Original Agreement is amended to read as follows: "The term (the "Term") of this Agreement shall commence on November 1, 2006 (the "Commencement Date") and terminate on October 31, 2011. The County shall have the option, in its sole discretion, of renewing this Agreement for one (5) five (5) year period to commence upon November 1, 2011."

2. **Renewal of Term.** The Term is hereby extended for a period of five (5) years commencing November 1, 2011 and terminating October 31, 2016, unless sooner terminated in accordance with the terms of the Original Agreement as amended by this Amendment.

3. **Services.** Section 2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

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

"(i) **Management of Units.** The Contractor shall, at the direction of the County, act as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Schedule A attached hereto (the "Units"). The County reserves the right to remove or add any Unit from Schedule A at any time. The Contractor specifically represents that the terms and conditions of this Agreement have been negotiated taking into account the County's right to remove or add Units from the scope of this Agreement and, as

such, recognizes that the County shall have no liability to the Contractor for any fees or expenses subsequent to written notice of removal of such units and shall have no obligation to compensate the Contractor for such removal(s) or additions.

“(I) Licensing of Residential Units. The Contractor shall act as the County’s managing agent in the issuance of Use and Occupancy Permit Agreements (“U&O Permits”) for the residential and commercial use of the Units, as the case may be. In this regard, the Contractor shall establish market license fees for the use of the Units, advertise and market the Units, select occupants for residential use of the Units, prepare U&O Permits for the use of such Units for execution by the County, perform all maintenance activities called for the County to perform in such U&O Permits, collect all fees established in such U&O Permits and enforce the terms of such U&O Permits in the event of a breach by an occupant or occupants. All of the matters in the preceding sentence are subject to the approval of the Department. The form of the U&O Permit shall be developed by the County for use by the Contractor. The County shall have the right, in its sole discretion, to approve the terms and conditions of the occupancy of any Unit and any prospective occupant. The fees charged pursuant to the U&O Permits shall not be inclusive of electric costs, unless otherwise stated by the Department. Contractor shall determine the electric fee to be charged to each Unit and shall charge such fee separately from the fee charged for the occupancy of such Unit. The Contractor shall be entitled to charge potential occupants a brokerage fee for locating such occupant, provided that such fee shall be no greater than one month’s license fee for the Unit being occupied by such occupant. Contractor represents that the County is not responsible for the payment of any broker fee to the Contractor for the occupancy of any of the Units and shall have no recourse against the County in the event that any potential or prospective occupant of any of the Units fails to pay the Contractor a broker fee in connection with the Units. The County may, if it deems necessary and prudent, enter into negotiations directly with any prospective occupant; provided, however, that such direct negotiations by the County shall not affect the amount of any brokerage commission that would otherwise be due the Contractor, and provided further, that any such direct negotiation shall not affect the terms and conditions of this Agreement regarding whether or when a commission is deemed to be earned.

“(II) Maintenance of Residential Units. The Contractor shall perform all maintenance activities associated with the Units, including, but not limited to, trash collection and removal, pest and vermin control, regular landscaping and snow removal, except for those units (1) to which the County’s Department of Public Works provides such services, (2) where a permittee of a Unit is responsible by agreement for such services or (3) where such services are provided by a Caretaker. The Contractor shall perform such all other repair and maintenance activities with regard to the Units as may be requested from time to time by the County or the occupants of the Units in accordance with the terms and conditions of the U&O Permits then in effect. All maintenance and repair activities are to be funded by the fees collected by the Contractor for the occupancy of the Units. In no event shall the Contractor advance monies on behalf of the County to perform any maintenance or repair activities. In the event the Contractor deems it necessary and financially prudent to retain a subcontractor to perform any of the maintenance activities described above, except for ordinary repairs or those repairs deemed emergency repairs by the County, the Contractor shall engage in a sealed bid process for the performance of such activities and shall choose the subcontractor that presents the lowest bid, unless a higher bid is presented by a bidder with higher qualifications than the lowest bid in the Contractor’s reasonable judgment. In any event, the use of such subcontractor shall be subject to the approval of the Department, which shall not be unreasonably withheld; provided, however, that the County reserves the right to reject any bid that is not the lowest bid.

“(ii) Capital Improvements to Units. The County and the Contractor recognize that the Units are being occupied by residential and commercial licensees and that certain improvements and repairs may need to be made to the Units from time to time. In the event that a Unit, in the Contractor’s reasonable judgment, requires a repair or capital improvement exceeding that caused by normal wear and tear to the Unit, the Contractor shall submit to the Department a description of the capital improvement to be performed, the schedule by which such improvements are to be performed and the costs associated with such improvements. The

Contractor shall perform such improvements in accordance with such plan upon the approval of the plan by the Department and the availability of funding for the improvement. All capital improvements are to be financed by the fees collected by the Contractor for the occupancy of the Units and placed in the reserve fund for capital improvements and repairs described in this Agreement. The Contractor may advance monies in addition to such reserved funds on behalf of the County to perform any capital improvements, but only with the prior written consent of the County. In the event that monies are advanced by the Contractor, such monies shall be paid back by the County through the fees generated by the Units over a period of no more than twelve (12) months, plus interest at a rate of nine percent (9%). In performing the capital improvement activities described above, Contractor shall comply with the "Guidelines for Organizations Proposing the Construction of Buildings and other Structures on County Property" attached here as Appendix A.

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

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

4. (a) Section 3(a) of the Original Agreement shall be deleted in its entirety and replaced with the following:

"Amount of Consideration. In consideration for the Services to be performed by the Contractor under this Agreement, the Contractor shall be entitled to a management fee (the "Management Fee") in the amount of twenty percent (20%) of the gross license fees, receipts and income collected by the Contractor from occupants of the Units, payable as described in Section 5 below. In addition, the Contractor shall be entitled to a construction management fee (the "Construction Management Fee") equal to twelve (12%) of the total amount expended for such capital improvements approved by the Department. The Construction Management Fee shall be based only on those amounts expended for capital improvements and not expenses related to general or emergency repairs or maintenance activities."

(b) Section 3(b) of the Original Agreement shall be deleted in its entirety and replaced with the following:

"Reserve for Capital Improvements. (i) In year 2011, Contractor shall reserve the amount of Sixty-Seven Thousand and 00/100 Dollars (\$67,000.00) per year for repairs and capital improvements from the fees the County receives from the use and occupancy of the Units. Such amount shall be reserved in equal monthly amounts of Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$16,750.00) per quarter and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for repairs and other capital improvements to the Units, but only after receiving the consent of the Department and in accordance with Section 2(a)(ii) of this Agreement. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

"(ii) In year 2012 and in every year thereafter, Contractor shall reserve the amount of Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) per year for repairs and capital improvements from the fees the County receives from the use and occupancy of the Units. Such amount shall be reserved in equal monthly amounts of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per quarter and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for repairs and other capital improvements to the Units, but only after receiving the consent of the Department and in accordance with Section 2(a)(ii) of this Agreement. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

5. Section 4 of the Original Agreement shall be deleted in its entirety.

6. Section 5 of the Original Agreement shall be deleted in its entirety and replaced with the following:

"Collection of Monies; Charges to be Paid; Payments to the County; Reports. (a) The Contractor shall collect all license fees, receipts and income that are due and payable to the County in connection with the occupancy, use and enjoyment of the Units and shall maintain such fees in a non-interest-bearing escrow account (the "Fee Escrow Account") in the name of the Contractor in trust for the County at such bank or financial institution as may be directed by the County from time to time. From such amounts, at which times the Contractor submits its Quarterly Report and Annual Report (as such terms and such reports are defined and described below), the Contractor shall deduct its Management Fee and Construction Management Fee (if applicable) from the Fee Escrow Account. All other amounts in such account shall be paid as follows, subject to the submission by the Contractor of an invoice to the Department and approval of such invoice by the Department:

- (i) first, to the reserve required under Section 3(b) of this Agreement
- (ii) second, to maintenance expenses as described above upon the approval of the Department;
and
- (iii) third, to the County.

Notwithstanding the above, the amounts payable to the County and to the Contractor shall match the percentages shown on Schedule A attached hereto.

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

"Late charges shall be assessed on any payment that is overdue for more than ten (10) days. In the event that the payment of license fees, percentage fees or other charges shall become overdue for ten (10) days following the date such fees are due and payable as provided in this Agreement, a late charge of 2% per month on the sums so overdue (computed on a thirty (30) day month) from the date they were due and payable shall become immediate due and payable to the Department as liquidated damages for the administrative costs and expenses incurred by the Department by reason of the Contractor's failure to make prompt payment and said late charges shall be payable by Contractor without notice or demand.

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

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

"(d) Reports. The Contractor, within thirty (30) days of the termination of each calendar quarter of each calendar year of this Agreement, shall furnish to the County a report (the "Quarterly Report") of all revenues collected under this Agreement of any kind, all expenses paid by the Contractor for maintenance activities performed under this Agreement, and all amounts expended for capital improvements and repairs to the Units. Such Quarterly Report shall include:

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

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

- (i) Office of Real Estate Services, Attn: Carl Schroeter, One West Street, Mineola, NY 11501
- (ii) Office of Management and Budget, Attn: Ann Hulka, One West Street, Mineola, NY 11501
- (iii) Office of the County Comptroller, Attn: Patrick Kiernan, 240 Old Country Road, Mineola, NY 11501
- (iv) Office of the County Treasurer, Attn: Beaumont Jefferson, 240 Old Country Road, Mineola, NY 11501

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

"(e) (i) The County, through the Office of the County Comptroller (the "Comptroller") and other duly authorized representatives of the County shall have the right, during normal business hours and with reasonable advance notice, to examine or audit the records, books of account and data of the Contractor relating to this Agreement. Contractor shall cooperate fully and assist the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Contractor's data, books and records, including supporting documentation, are situated at a location 50 miles or more from the County, the records shall be provided to the County (electronically, by telecopy or by overnight mail) within thirty (30) days of any request, for examination and audit upon the County's request.

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

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

- 7. Section 7 of the Original Agreement shall be deleted in its entirety.
- 8. Section 8 of the Original Agreement shall be deleted in its entirety.
- 9. Section 9 of the Original Agreement shall be deleted in its entirety.
- 10. Section 12(c) of the Original Agreement shall be deleted in its entirety.
- 11. Section 15 of the Original Agreement shall be deleted in its entirety and replaced with the

following:

"Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense (except the incremental costs of liability insurance): (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) builder's "All Risk" insurance; (iv) 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 (v) such additional insurance as the County may from time to time specify. At such times as the Contractor engages subcontractors to perform any capital improvements or repairs to the Units, the Contractor shall ensure that such contractors maintain such insurance policies as are reasonable and customary for the work being performed, including, if necessary, those insurance policies described in Appendix B attached hereto.

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

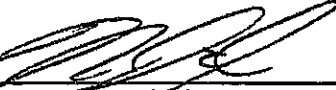
"(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure. Upon the request of the County, the Contractor shall furnish copies of any policies of insurance required under this Agreement.

"(d) Insurance from Occupants. The Contractor shall procure from each occupant of the Units during their terms as occupants a tenant's or renter's insurance policy with comprehensive personal liability coverage in the amount of \$300,000 with "County of Nassau" named as an additional insured."


12. **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 Original Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement on the dates written below.

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

By: 
Name: Matthew Smith
Title: President
Date: 9-21-11

COUNTY OF NASSAU

By: 
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 12/8/11

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of September in the year 2011 before me personally came Matthew Smith 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 Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, 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.

Neal D. Peysner

NOTARY PUBLIC

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of December in the year 2011 before me personally came Richard R. Walker 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 Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto 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 7/23/2011

APPENDIX Schedule A

Property Name	Projected U&O Fee	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Cedars Preserve	\$0	20%	21%	59%	\$0	\$0
Eldersfield Preserve-Cottage	\$800	20%	21%	59%	\$160	\$472
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chester House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmhouse Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmhouse Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmhouse Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Mahabn House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chekeo Caretaker	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chekeo Garage Apartment	\$1,650	20%	21%	59%	\$330	\$974
Muttontown-Chekeo Lodge Gatehouse	\$2,100	20%	21%	59%	\$420	\$1,239
Muttontown-Chekeo Living Quarters	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chekeo Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chekeo Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$0	20%	21%	59%	\$0	\$0
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chekeo Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$1,750	20%	21%	59%	\$350	\$1,033
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleurs	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendent's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusch Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Walwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

Appendix A

**GUIDELINES for ORGANIZATIONS PROPOSING the CONSTRUCTION OF
BUILDINGS and OTHER STRUCTURES ON COUNTY PROPERTY**

March 11, 1996

Rev. 1 December 5, 1997

Rev. 2 March 10, 1999

These guidelines have been prepared to safeguard the health and welfare of the public, to assure proper quality and useful life of proposed permanent improvements, and to reduce public liability.

Organizations proposing buildings or facilities on County property, or proposing improvements to existing County facilities, should comply with the guidelines below:

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

1. New York State Uniform Fire Prevention & Building Code
2. New York State Energy Conservation Construction Code
3. New York State Sanitary Code
4. National Electric Code
5. Occupational Safety and Health Administration Code
6. State laws, Local Ordinances and Utility Company Regulations
7. New York State Industrial Code
8. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
9. Nassau County D.P.W. Standard Specs. For Construction of Sanitary Sewers
10. American with Disabilities Act

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

C. The design documents shall be signed and sealed by Architect/Engineer of record.

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

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

guidelines of the MBMA).

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

G. The Contractor shall enter into whatever bonds and insurances that the County deems appropriate for the facility and circumstances. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

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

I. The Contractor shall obtain the approval of the County department or agency that operates and maintains the property upon which the improvement is proposed.

J. If the County so demands (i.e. non permanent improvements), the Contractor agrees to remove whatever buildings and structures it has constructed and return the County property to its preconstruction and/or pre-agreement condition.

WILLIAM J. MULLER III
CLERK OF THE LEGISLATURE



PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

Fully Executed Amendment #6

July 16, 2012

Smith & Drake Realty Corp. dba
Smith & DeGroat Real Estate
Attn: Marty Schackner
27 East Jericho Turnpike
Mineola, New York 11501

Re: Contract # 120000011 \$125,000.00

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III
Clerk of the Nassau County Legislature

Contract ID#: COPK06000052-08+09Department: Parks, Recreation and Museums**Contract Details**SERVICE: Landmark Unit AdministrationNIFS ID #: CLPK12000011-01 NIFS Entry Date: 3/16/12 Term: from 11/1/2006 to 10/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Name Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate	Vendor ID# 02-0763626
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person Marty Schackner
	Phone (516) 248-6905

Department Contact Michael J. Kelly Acting Director Office of Real Estate Services
Address One West St., Mineola, NY 11501
Phone (516) 571-0328

Frank Camerlengo, Dept. Comm. Per Comm. Feekey.

4/24/2012

Routing Slip

Eileen Krieb, CSR Eileen Krieb

4/24/2012

4/25/12	Department	NIFS Entry (Dept) NIFS Approval (Dept. Head)	<input checked="" type="checkbox"/>	4/25/12	Robert Dwyer, DC	
		Contractor Registered	<input checked="" type="checkbox"/>			
4/25/12	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	4/25/12	Truck High	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/25/12	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	4/25/12	D. H.	
4/25/12	County Attorney	CA Approval as to form	<input type="checkbox"/>	4/25/12	D. H.	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	4/25/12	Gregory C. May	
	County Attorney	NIFS Approval	<input type="checkbox"/>	4/25/12	S. B.	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	4/25/12		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/27/12		

Contract ID#: COPK06000052-08469



Department: Parks, Recreation and Museums

Contract Summary

Description: Amendment to an agreement with Smith & DeGroat Real Estate ("S&D") for the management of the Landmark Units.

Purpose: This amendment increases the reserve for capital improvements and authorizes S&D to perform repairs and other improvements to certain other units using both monies paid by permittees, donated and obtained from other sources.

Method of Procurement: S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received. S&D was the lowest bidder. A contract with a five (5) year term was entered into with S&D in 2006 as a result of that RFP. The agreement was recently renewed for a period of five (5) years in accordance with the terms of the original agreement.

Procurement History: See "Method of Procurement" above.

Description of General Provisions: This amendment increases the reserve for repairs and capital improvements contained in the contract for 2012 from \$96,000 to \$206,000. This increase is necessary to complete necessary capital repairs to various landmark units, most notably renovating the Falaise Caretaker Unit at the Sands Point Park and Preserve and renovating a residential unit at the main house at Cedarmere in Roslyn. The increase in the reserve will allow the County to increase revenue from the Falaise Caretaker Unit and create a new revenue generating unit at Cedarmere. A portion of this increase (\$25,000) is being added to this contract here and was generated by a settlement with the Long Island Power Authority in connection with a fire at the Elderfields Preserve, which is part of the landmark portfolio. The amendment also authorizes S&D to utilize \$35,000 being provided by a permittee to fund a portion of the costs to renovating the Falaise Caretaker Unit. A license agreement with such permittee has already been approved by the Rules Committee.

In addition, the amendment authorizes S&D to perform repairs to another residential unit at Cedarmere using monies being provided to the County from the Roslyn Landmark Society. An agreement with the Society is being reviewed by the Legislature simultaneously with this Amendment. Renovating this unit will allow the County to add a new revenue-producing unit to the landmark portfolio.

Finally, the amendment authorizes the payment of \$100,000 to S&D to repaint the Cedarmere main house. The majority money was obtained by the Parks Department as a reimbursement from the State for other projects completed by the Department at Cedarmere. Another portion of this money was donated by Benjamin Moore for the purchase of paint.

Impact on Funding / Price Analysis: The amendments made to S&D's contract by this amendment may increase revenue by \$2,250 per month in 2012 and by more in future years.

Change in Contract from Prior Procurement: See "Description of General Provisions" above

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund: GEN&	GRT
Control:	PK
Resp: 1100&	8100
Object: 419&	500
Transaction:	109
81000TH 81X1	
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other Grant	\$100,000.00
TOTAL	\$125,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
07	PKGENT1100/DE500	\$25,000.00
08	PKGRT81000TH/DD419	\$18,000.00
09	PKGRT81000TH/DE500	\$82,000.00
4		\$
5		\$
6		\$
TOTAL		\$125,000.00

Document Prepared By: Michael L. KellyDate: 4/23/2012

I certify that this document was accepted into NFEL.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <u>[Signature]</u>	
Name: <u>[Signature]</u>		Name: <u>[Signature]</u>		Date: <u>4/27/12</u>	
Date: <u>6/5/12</u>		Date: <u>6/5/12</u>		E #: _____	
(For Office Use Only)					

E-124-12

RULES RESOLUTION NO: 125-2012

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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-7-12
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Parks, Recreation and Museums, has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now therefore, be it

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

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the

County Government Law of Nassau County, that the execution of the amendment is a "Type II" Action within the meaning of Sections 617.5(c)(1), 617.5(c)(2),

617.5(c)(6) and 617.5(c)(20) of 6 N.Y.C.R.R. and, accordingly, is of a class of

actions which do not have a significant effect on the environment; and no further

review is required.

RULES RESOLUTION NO: -2012

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
DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SMITH &
DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

WHEREAS, the County of Nassau, on behalf of the Department of Parks,
Recreation and Museums, has negotiated an amendment to a personal services
agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate,
in relation to operation, maintenance and improvement of certain residential and
commercial units known as the landmark units located on various park and open
space properties within the County, a copy of which is on file with the Clerk of the
Legislature; now therefore, be it

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

RESOLVED, that It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the ~~County Government Law of Nassau County~~, that the execution of the amendment is a "Type II" Action within the meaning of Sections 617.5(c)(1), 617.5(c)(2), 617.5(c)(6) and 617.5(c)(20) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

Hon. George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

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

CONTRACTOR ADDRESS: 27 E. Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: 02-0763626

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 an amendment of an existing contract.

The contract was originally executed by Nassau County on October 10, 2006. This is a amendment pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued. The Contractor was the lowest bidder.

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.

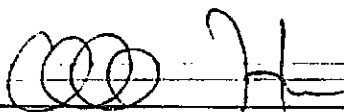
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

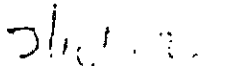
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & 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
Carnell T. Foskey, Commissioner



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2011

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 Simon Easton & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563		CONTACT NAME: Commercial CSR PHONE (AC, Ho, Ext): (516) 593-2220 FAX (AC, Ho): (516) 593-2603 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID: 00035143	
INSURED Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral INSURER B: Scottsdale INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1192111450 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	ADDITIONAL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					
	<input type="checkbox"/> DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$ 10,000		XL00069703	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED: ATINA; THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPT OF PARKS RECREATION AND MUSEUMS

CERTIFICATE HOLDER

Nassau County
1 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

SMITH & DE GROAT

Real Estate

Est. 1949

Tel 516-248-6905

www.smithanddegroat.com

Fax 516-741-4587

November 24, 2010

Mr. Michael J. Kelly
Deputy Director & Counsel
Nassau County Real Estate Planning & Development
One West Street, Room 200
Mineola, NY 11501

Re: Disclosure Notice

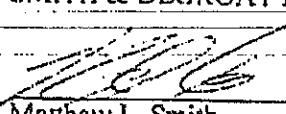
Dear Mr. Kelly:

This letter will serve as a Disclosure Notice for our 2006 contract. The Corporate profile for Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate is as follows:

Matthew L. Smith, - President
Home Address: 3 Fathers Court, Dix Hills, New York 11746
Business Address: 27 East Jericho Turnpike, Mineola, NY 11501
Business Telephone: (516) 248-6905

Should you require any additional information, please do not hesitate to contact me.

Sincerely,
SMITH & DEGROAT REAL ESTATE


Matthew L. Smith

AMENDMENT NO. 6

This AMENDMENT, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), 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 Nassau County Department of Parks, Recreation and Museums (the "Department"), having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) ~~Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").~~

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001, CLPK10000001 and CLPK11000011 (as amended, the "Original Agreement"), the Contractor performs certain services for 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 commenced November 1, 2006 and terminates on October 31, 2016 (the "Original Term");

WHEREAS, the County wishes to amend the Original Agreement to increase the emergency repair and capital improvement reserve provided for under the Original Agreement for 2012, to add additional units to the scope of the Original Agreement and provide for the renovation and repair of a residential unit at the Cedarmere Preserve and maintenance of the grounds surrounding said residential unit; and

WHEREAS, the Contractor is amenable to the amendments made by this Amendment.

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

1. Amendment to List of Units Under Management. Schedule A as attached to the Original Agreement is hereby replaced with Schedule A attached to this Amendment.

2. Repair and Capital Improvement Reserve. Section 3(b) of the Original Agreement shall be amended such that, for the year 2012, the amount to be reserved for repairs and capital improvements shall be increased from Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) to Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00). Such amount shall be deposited into the reserve in quarterly deposits of Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$45,250.00). The remaining Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Additional Funds") to be deposited into the reserve shall be paid by the County to the Contractor upon execution of this Amendment to be deposited by the Contractor into such reserve and used by the Contractor in accordance with the terms of the Original Agreement. The amount to be reserved for years 2013, 2014, 2015 and 2016 for repairs and capital improvements shall remain at Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

3. Cedarmere Unit No. 1. Section 5 of the Original Agreement shall be amended to add a new subsection (f) to read as follows:

"(f) Cedarmere Unit No. 1. (i) Contractor acknowledges that the County is negotiating an agreement (the "Renovation Agreement") with Roslyn Landmark Society, Inc. ("Roslyn Landmarks") to renovate

Cedarmere Unit No. 1, which agreement provides for the payment of certain monies by Roslyn Landmarks to the County or the Contractor for the renovation of Cedarmere Unit No. 1. Contractor shall collect such monies from Roslyn Landmark and, upon approval of a plan to be submitted to the Department by the Contractor (including a listing of contractors to be used, which contractors are to be selected by the Contractor after a sealed bid process), undertake such improvements as described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement. Monies remaining after the completion of renovations to Cedarmere Unit No. 1, if any, shall be retained by the Contractor to be used solely, at the direction of the Department, for future repairs and improvements to Cedarmere Unit No. 1, Cedarmere Unit No. 2, the Cedarmere Main House or the surrounding grounds.

"(ii) Contractor acknowledges that the Renovation Agreement contains terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the revenues generated from license fees for Cedarmere Unit No. 1 as listed on Schedule A remaining after the payment of the Contractor's Management Fee, payment into the reserve required under Section 3(b) of this Agreement and payment of maintenance expenses as described in this Agreement shall be used by the Contractor for general landscaping activities and landscaping improvements in the vicinity of Cedarmere Unit No. 1 and the structure to which it is attached. Any vendor chosen by the Contractor to perform such landscaping activities and improvements shall be chosen after a sealed bid process for the performance of such activities; provided, however, that such activities may be performed by a vendor previously selected by the Contractor to perform landscaping activities and improvements at other units managed by the Contractor, whose fees shall be subject to the prior approval of the Department. Monies remaining from such license fees after the payment of such fees and expenses described above, if any, shall be retained by the Contractor to be used solely, at the direction of the Department, for future repairs and improvements to Cedarmere Unit No. 1, Cedarmere Unit No. 2, the Cedarmere Main House or the surrounding grounds."

4. Falaise Caretaker Unit. Section 5 of the Original Agreement shall be amended to add a new subsection (g) to read as follows:

"(g) Falaise Caretaker Unit. (i) Contractor acknowledges that the County is entering into a license agreement (the "License Agreement") with a residential occupant to occupy the Falaise Caretaker Unit at the Sands Point Park and Preserve, which agreement provides for the payment of \$35,000.00 (the "Renovation Monies") to the County or the Contractor, in cash or in kind, to defray the costs of the renovation of the Falaise Caretaker Unit. Such monies or materials shall be collected by the Contractor and be used toward the renovation of the Falaise Caretaker Unit in accordance with the terms and conditions of this Agreement. County and Contractor acknowledge that the Renovation Monies shall be used solely for the renovation of the Falaise Caretaker Unit, are not to be taken into account in determining the Contractor's Management Fee, shall not be used to fund the reserve established under Section 3(b) of this Agreement and shall not be used for the payment of maintenance activities as described in this Agreement. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement. Any portion of the Renovation Monies remaining after the completion of renovations to the Falaise Caretaker Unit, if any, shall be paid to the County upon the completion of such renovations.

(ii) Contractor acknowledges that the License Agreement allows for liquidated damages to be paid to the permittee thereunder in the event that the County terminates the License Agreement (except for certain circumstances as described in the License Agreement) before the one (1) year anniversary of the Occupancy Commencement Date (as such term is defined in the License Agreement). In order to fund the payment of such liquidated damages, Contractor shall, from the license fees collected from the units Contractor manages under this Agreement, hold in escrow in the Fee Account an amount necessary to pay

such damages, which amount shall be decreased over such one (1) year period after the Occupancy Commencement Date on a monthly basis in equal amounts. County acknowledges that the monies held in escrow shall be a portion of such monies that the County would otherwise be entitled to under this Agreement, and that such monies that remain after the one (1) year anniversary of the Occupancy Commencement Date and that have not been otherwise paid to the permittee under the License Agreement or have been already deducted from escrow shall be the property of the County. Contractor shall have the authority to disburse monies being held in such escrow to such permittee, but only upon the written direction of the Department.

5. Cedarmere Main House. Section 5 of the Original Agreement shall be amended to add a new subsection (g) to read as follows:

(g) Cedarmere Main House. The County shall pay the Contractor up to the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Repainting Funds"), to be used by the Contractor for the sole purpose of repainting the exterior of the Cedarmere Main House, as such property is listed on Appendix A attached hereto, payable as follows:

- (i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the Contractor's execution of an agreement with a painting contractor to complete such repainting.
- (ii) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the completion of fifty percent (50%) of such repainting to the Department's satisfaction; and
- (iii) The remainder of the Repainting Funds upon the completion of such repainting to the Department's satisfaction, reduced by such amount representing the difference between the amount of the Repainting Funds and the actual amount charged by the Contractor's vendor to complete such repainting plus the construction management fee charged by the Contractor to manage such repainting.

Such repainting shall be performed in accordance with specifications developed by the Department or specifications developed by the Contractor with the approval of the Department. Any vendor chosen by the Contractor to perform such repainting shall be chosen after a sealed bid process for the performance of such repainting. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement.

6. Terms Subject to Agreement and Appropriation. (a) Section 3 of this Amendment shall be subject to the approval by the Nassau County Legislature and execution by the County Executive of the Renovation Agreement.

(b) Section 5 of this Amendment and payment of the Repainting Funds to the Contractor are subject to the encumbrance of the Repainting Funds against this Amendment for the purposes set forth in this Amendment.

7. 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 Original Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement on the dates written below.

COUNTY OF NASSAU

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

By: [Signature]
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 7/13/12

By: [Signature]
Name: Matthew Smith
Title: President
Date: 4/23/12

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23 day of April in the year 2012 before me personally came Matthew Smith 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 Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, 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.

[Signature]
NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2015

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of July 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 resides in the County of Nassau; that he is the Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE8259028
Qualified in Nassau County
Commission Expires April 02, 2016

NOTARY PUBLIC

Schedule A

Property Name	Year 1	Projected U&O Fee	Proposer's Monthly Percentage	Capital Reserve Repairs and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Cedarvale Preserve-Main House	\$0	20%	39%	41%	\$0	\$0	\$0
Cedarvale Preserve-Unit #1	\$0	20%	80%	39%	0%	\$0	\$0
Cedarvale Preserve-Unit #2	\$0	20%	39%	41%	\$0	\$0	\$0
Eldersfield Preserve-Cottage	\$800	20%	39%	41%	\$160	\$328	\$328
Eldersfield Preserve-Main House	\$3,000	20%	39%	41%	\$600	\$1,230	\$984
Fruggles Farms House	\$2,400	20%	39%	41%	\$480	\$984	\$984
Jerdho Preserve-Cottage Barn	\$1,650	20%	39%	41%	\$330	\$677	\$677
Jerdho Preserve-Chestie House	\$4,000	20%	39%	41%	\$800	\$1,640	\$1,640
Jerdho Preserve-Farmhouse Cottage 1	\$1,500	20%	39%	41%	\$300	\$615	\$615
Jerdho Preserve-Farmhouse Cottage 2	\$1,150	20%	39%	41%	\$230	\$472	\$472
Jerdho Preserve-Fixes Hicks	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Jerdho Preserve-Farmhouse Barn	\$1,500	20%	39%	41%	\$300	\$615	\$615
Jerdho Preserve-Dr Carl S Homestead	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Jerdho Preserve-Malcolm House	\$0	20%	39%	41%	\$0	\$0	\$0
Muttantown-Barnswallow Cottage House	\$2,600	20%	39%	41%	\$520	\$1,066	\$1,066
Muttantown-Barnswallow Center	\$4,300	20%	39%	41%	\$860	\$1,763	\$1,763
Muttantown-Chestie Corral	\$300	20%	39%	41%	\$60	\$123	\$123
Muttantown-Chestie Cottage Apartment	\$800	20%	39%	41%	\$160	\$328	\$328
Muttantown-Chestie Lodge Gatehouse	\$2,250	20%	39%	41%	\$450	\$923	\$923
Muttantown-Chestie Living Quarters	\$500	20%	39%	41%	\$100	\$205	\$205
Muttantown-Chestie Maintenance Quarters	\$3,450	20%	39%	41%	\$690	\$1,415	\$1,415
Muttantown-Chestie Wing Office	\$900	20%	39%	41%	\$180	\$369	\$369
Muttantown-Mossau Hall Office 2nd Floor	\$3,072	20%	39%	41%	\$614	\$1,260	\$1,260
Muttantown-Mossau Hall Office 3rd Floor	\$0	20%	39%	41%	\$0	\$0	\$0
Muttantown-Mossau Hall Apartment 1	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Muttantown-Mossau Hall Apartment 2	\$1,350	20%	39%	41%	\$270	\$554	\$554
Muttantown-Mossau Hall Apartment 3	\$1,150	20%	39%	41%	\$230	\$472	\$472
Muttantown-Mossau Hall Horse Stable	\$1,000	20%	35%	41%	\$200	\$410	\$410
Muttantown-Mossau Office 2nd and 3rd Floor	\$1,750	20%	39%	41%	\$350	\$718	\$718
Old Mill Farm Tudor	\$7,265	20%	39%	41%	\$1,441	\$2,954	\$2,954
Old Mill Farm Cape House	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Sands Point-Bowling Alley 1	\$1,500	20%	39%	41%	\$300	\$615	\$615
Sands Point-Bowling Alley 2	\$1,400	20%	39%	41%	\$280	\$574	\$574
Sands Point-Caplan's Quarters	\$2,800	20%	39%	41%	\$560	\$1,148	\$1,148
Sands Point-Corral	\$0	20%	39%	41%	\$0	\$0	\$0
Sands Point-Cottage Apartment	\$1,700	20%	39%	41%	\$340	\$697	\$697
Sands Point-Lane Lodge 1	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Sands Point-Lane Lodge 2	\$2,250	20%	39%	41%	\$450	\$923	\$923
Sands Point-Lane Lodge 3	\$2,000	20%	39%	41%	\$400	\$820	\$820
Sands Point-Mile Fleur	\$6,600	20%	39%	41%	\$1,320	\$2,706	\$2,706
Sands Point-Superintendent's Quarters	\$2,800	20%	39%	41%	\$560	\$1,148	\$1,148
Shamrock Preserve	\$0	20%	39%	41%	\$0	\$0	\$0
Sandwich Estate	\$2,625	20%	39%	41%	\$525	\$1,076	\$1,076
Tackpunch Preserve	\$1,500	20%	39%	41%	\$300	\$615	\$615
Trinity Creek Preserve	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Trout Lake	\$1,650	20%	39%	41%	\$330	\$677	\$677
Welsh Preserve	\$1,300	20%	39%	41%	\$260	\$533	\$533
Sand Point-Horse Stable	\$750	20%	39%	41%	\$150	\$308	\$308

Schedule A

Property Name	Year 2	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$874
Jericho Preserve-Cheshire House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Flour	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendents's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusah Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Wellwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

Schedule A

Property Name	Year 3	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$0	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$0	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggles Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chester House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendent's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapush Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Webwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

Schedule A

Property Name	Year 4	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedarmare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedarmare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedarmare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Cheshire House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendents's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusah Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Welwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggles Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chestnut House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttantown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttantown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttantown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttantown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttantown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttantown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttantown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttantown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttantown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttantown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttantown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttantown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttantown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttantown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttantown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	67%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendent's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tockopush Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Welwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

WILLIAM J. MULLER III
CLERK OF THE LEGISLATOR



PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

July 18, 2014

Smith & Drake Realty Corp
Attn: Marty Schackner
27 East Jericho Turnpike
Mineola, New York 11501


Re: Contract # 14000005 \$.01

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,


William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf

THIS DOCUMENT IS DOUBLE-SIDED

Contract ID#: CQPK06000052-10



Department: Parks, Rec & Museums

SERIAL: Land Mark Unit Administration

E-137-14

Contract Details

NIFS ID #: CLOK14000005 NIFS Entry Date: 5/4/14 Term: Original 11/1/2006-10/31/2016

New	Renewal
Amendment	XXX
Time Extension	<input type="checkbox"/>
Addl Funds	XXX
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt: § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name: Smith & Drake Realty Corp d/b/a Smith & Degroat Real Estate	Vendor ID# 02-0763626
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person: Marty Schackner
	Phone 516 248 6905

County Department
Department Contact Eileen Krieb Parks Department
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone (516) 572-0238

Routing Slip

Brian Nugent, Chief Dep. Commissioner

Date 5/2/14

Frank Camerlengo, Dep. Commissioner

Date 5/9/14

Eileen Krieb, CSR

Date 5/16/14

DATE RES	DEPARTMENT	Internal Verification	DATE APPROV	SIGNATURE	Leg. Approval Required
<u>5/13/14</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>5/10/14</u>	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<u>5/16/14</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	<u>5/16/14</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<u>5/16/14</u>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<u>5/20/14</u>	<i>Gregory C. May</i>	
	County Attorney	NIFS Approval	<u>6/6/14</u>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<u>6/11/14</u>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<u>7/21/14</u>	<i>[Signature]</i>	

Contract ID#: CQPK06000052 -10



Department: Parks, Rec & Museums

Contract Summary

Description: Amendment to an agreement with Smith & DeGroat Real Estate (S&D) for the management of the Landmark Units
Purpose: The amendment increases the reserve for capital improvements and authorizes S&D to perform repairs and together improvements to certain units using both monies paid by the permittees.
Method of Procurement: S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received. S&D was the lowest bidder. A contract for five (5) year term was entered into with S&D in 2006 as a result of the RFP. The agreement was renewed in 2012 for an additional 5 years in accordance with the terms of the agreement.
Procurement History: See "Method of Procurement" above
Description of General Provisions: This amendment increases the reserve for repairs and capital improvements contained in the contract dated 2012 from 206,000 to \$450,000 for year 2014 thereafter adjusting back to 96,000 for 2015 and 2016. The increase is necessary to complete essential preventative maintenance repairs to various landmark units so that they do not deteriorate. Additionally two new subsection to the original contract shall be added to include the Lannin Carriage House at Eisenhower Park and the cottage at 167 Cove Road in Oyster Bay Cove
Impact on Funding / Price Analysis: The amendments made to S&D's contract by this amendment will increase monthly revenues by \$4500.
Change in Contract from Prior Procurement: See "Description of General Provisions" above
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	
Control:	PK
Resp:	
Object:	
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
10	pkgen 1100 de 500	\$
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 2.01

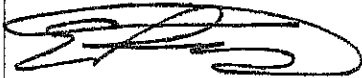


 Document
 Prepared By: *Alen prob*

 Date: *5/9/14*

Contract ID#: CQPK06000052 - 10



Department: Parks, Rec & Museums

NIRS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIRS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date	5/21/14
Date	7/7/14	Date	7/7/14	(For Office Use Only) E #:	

E-137-14

RULES RESOLUTION NO. 160 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-2-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID # 02-0763626

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. XX This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 10, 2006.. This is an amendment pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for Proposals was issued. Then Contractor was the lowest bidder.

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

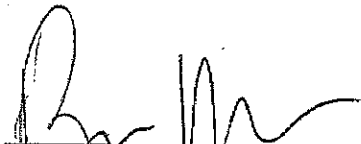
of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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
Brian Nugent
Chief Deputy Commissioner

5/12/14
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. 7

This **AMENDMENT**, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), 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 Nassau County Department of Parks, Recreation and Museums (the "Department"), having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001, CLPK10000001 and CLPK11000011 (as amended, the "Original Agreement"), the Contractor performs certain services for 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 commenced November 1, 2006 and terminates on October 31, 2016 (the "Original Term");

WHEREAS, the County wishes to amend the Original Agreement to increase the emergency repair and capital improvement reserve provided for under the Original Agreement for 2012, to add additional units to the scope of the Original Agreement and provide for the renovation and repair of existing units; and

WHEREAS, the Contractor is amenable to the amendments made by this Amendment.

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

1. Amendment to List of Units Under Management. Schedule A as attached to the Original Agreement is hereby replaced with Schedule A attached to this Amendment.

2. Repair and Capital Improvement Reserve. Section 2 of Amendment 6, which amended Section 3(b) of the Original Agreement, shall be amended such that, for the year 2014, the amount to be reserved for repairs and capital improvements shall be increased from Two Hundred-Six Thousand and 00/100 Dollars (\$206,000.00) to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00). Such amount shall be deposited into the reserve in quarterly deposits of One Hundred-Twelve Thousand Fifty and 00/100 Dollars (\$112,050.00). The amount to be reserved for years 2015 and 2016 for repairs and capital improvements shall remain at Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

3. Lannin Carriage House at Eisenhower Park: Section 5 of the Original Agreement shall be amended to add a new subsection (h) to read as follows:

"(h) Lannin Carriage House (i) Contractor, shall undertake such improvements described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement

"(ii) Contractor acknowledges that the Renovation Agreement terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the

revenues generated from license fees for Lannin Carriage House as listed on Schedule A, remaining after the payment of the Contractor's Management Fee, shall be deposited into the reserve required under Section 3(b) of this Agreement.

4. Cottage at 167 Cove Road, Oyster Bay Cove, NY Section 5 of the Original Agreement shall be amended to add a new subsection (i) to read as follows:

"(i) Cottage at 167 Cove Road (the "Cottage"). (i) Contractor, shall undertake such improvements described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement

"(ii) Contractor acknowledges that the Renovation Agreement terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the revenues generated from license fees for the Cottage as listed on Schedule A, remaining after the payment of the Contractor's Management Fee, shall be deposited into the reserve required under Section 3(b) of this Agreement.

6. Terms Subject to Agreement and Appropriation. (a) Section 2 of this Amendment and payment of the Additional Funds to the Contractor are subject to the appropriation by the Nassau County Legislature of the Additional Funds for the purposes set forth in this Amendment.

(b) Section 3 of this Amendment shall be subject to the approval by the Nassau County Legislature and execution by the County Executive of the Renovation Agreement.

(c) Section 4 of this Amendment shall be subject to the approval by the Rules Committee of the Nassau County Legislature and execution by the Commissioner of the Department of the License Agreement.

7. 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 Original Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01F6026026
Qualified in Nassau County
Commission Expires April 02, 2016

Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedarnore Preserve-Main House	\$0	20%	40%	40%	\$0	\$0
Cedarnore Preserve-Unit #1	\$1,550	20%	80%	0%	\$0	\$0
Lannin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preserve-Cottage	\$800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main House	\$3,000	20%	40%	40%	\$600	\$1,200
Fruggies Farms House	\$2,250	20%	40%	40%	\$450	\$900
Jericho Preserve-Carriage Barn	\$1,850	20%	40%	40%	\$370	\$740
Jericho Preserve-Cheshire House	\$4,000	20%	40%	40%	\$800	\$1,600
Jericho Preserve-Familane Cottage 1	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Familane Cottage 2	\$1,150	20%	40%	40%	\$230	\$460
Jericho Preserve-Elias Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Familane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	40%	40%	\$500	\$1,000
Jericho Preserve-Malcolm House	\$0	20%	40%	40%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Muttontown-Chelsea Caretaker	\$800	20%	40%	40%	\$160	\$320
Muttontown-Chelsea Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	40%	40%	\$450	\$900
Muttontown-Chelsea Living Quarters	\$300	20%	40%	40%	\$60	\$120
Muttontown-Chelsea Maintenance Quarters	\$3,700	20%	40%	40%	\$740	\$1,480
Muttontown-Chelsea Wing Office	\$900	20%	40%	40%	\$180	\$360
Muttontown-Nassau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$800
Muttontown-Nassau Hall Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$760
Muttontown-Nassau Hall Apartment 1	\$3,000	20%	40%	40%	\$600	\$1,200
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$270	\$540
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$460
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	40%	40%	\$200	\$400
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,250	20%	40%	40%	\$250	\$500
Old Mill Farms Tudor	\$7,505	20%	40%	40%	\$1,501	\$3,002
Old Mill Farms Cape House	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Bowling Alley 1	\$1,650	20%	40%	40%	\$330	\$660
Sands Point-Bowling Alley 2	\$1,400	20%	40%	40%	\$280	\$560
Sands Point-Captain's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Sands Point-Caretaker	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Sands Point-Lane Lodge 1	\$3,000	20%	40%	40%	\$600	\$1,200
Sands Point-Lane Lodge 2	\$2,250	20%	40%	40%	\$450	\$900
Sands Point-Lane Lodge 3	\$2,000	20%	40%	40%	\$400	\$800
Sands Point-Mille Fleur	\$6,600	20%	40%	40%	\$1,320	\$2,640
Sands Point-Superintendent's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Shattuck Preserve	\$0	20%	40%	40%	\$0	\$0
Smithers Estate	\$3,500	20%	40%	40%	\$700	\$1,400
Tockapusah Preserve	\$1,500	20%	40%	40%	\$300	\$600
Tiffany Creek Preserve	\$3,750	20%	40%	40%	\$750	\$1,500
Trout Lake	\$1,650	20%	40%	40%	\$330	\$660
Wellwyn Preserve	\$1,300	20%	40%	40%	\$260	\$520
167 Cove Road	\$2,500	20%	40%	40%	\$500	\$1,000

Schedule A

Property Name	Year 4	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$0	20%	30%	50%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,597	20%	80%	0%	\$319	\$0
Lonnin Carriage House	\$1,030	20%	30%	50%	\$206	\$515
Eldersfield Preserve-Cottage	\$824	20%	30%	50%	\$165	\$412
Eldersfield Preserve-Main House	\$3,090	20%	30%	50%	\$618	\$1,545
Frugges Farms House	\$2,318	20%	30%	50%	\$464	\$1,159
Jericho Preserve-Carriage Barn	\$1,906	20%	30%	50%	\$381	\$953
Jericho Preserve-Cheshire House	\$4,120	20%	30%	50%	\$824	\$2,060
Jericho Preserve-Farmlane Cottage 1	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Farmlane Cottage 2	\$1,185	20%	30%	50%	\$237	\$593
Jericho Preserve-Elias Hicks	\$3,090	20%	30%	50%	\$618	\$1,545
Jericho Preserve-Farmlane Barn	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Dr Carl S Homestead	\$2,575	20%	30%	50%	\$515	\$1,288
Jericho Preserve-Molcolm House	\$0	20%	30%	50%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,678	20%	30%	50%	\$536	\$1,339
Muttontown-Barnswallow Center	\$4,429	20%	30%	50%	\$886	\$2,215
Muttontown-Chelsea Caretaker	\$824	20%	30%	50%	\$165	\$412
Muttontown-Chelsea Garage Apartment	\$1,751	20%	30%	50%	\$350	\$876
Muttontown-Chelsea Lodge Gatehouse	\$2,318	20%	30%	50%	\$464	\$1,159
Muttontown-Chelsea Living Quarters	\$309	20%	30%	50%	\$62	\$155
Muttontown-Chelsea Maintenance Quarters	\$3,811	20%	30%	50%	\$762	\$1,906
Muttontown-Chelsea Wing Office	\$927	20%	30%	50%	\$185	\$464
Muttontown-Nassau Hall Office 2nd Floor	\$2,060	20%	30%	50%	\$412	\$1,030
Muttontown-Nassau Hall Office 3rd Floor	\$1,957	20%	30%	50%	\$391	\$979
Muttontown-Nassau Hall Apartment 1	\$3,090	20%	30%	50%	\$618	\$1,545
Muttontown-Nassau Hall Apartment 2	\$1,391	20%	30%	50%	\$278	\$696
Muttontown-Nassau Hall Apartment 3	\$1,185	20%	30%	50%	\$237	\$593
Muttontown-Nassau Hall Horse Stable	\$1,030	20%	30%	50%	\$206	\$515
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,288	20%	30%	50%	\$258	\$644
Old Mill Farms Tudor	\$7,730	20%	30%	50%	\$1,546	\$3,865
Old Mill Farms Cape House	\$2,575	20%	30%	50%	\$515	\$1,288
Sands Point-Bowling Alley 1	\$1,700	20%	30%	50%	\$340	\$850
Sands Point-Bowling Alley 2	\$1,442	20%	30%	50%	\$288	\$721
Sands Point-Captain's Quarters	\$2,884	20%	30%	50%	\$577	\$1,442
Sands Point-Caretaker	\$2,575	20%	30%	50%	\$515	\$1,288
Sands Point-Garage Apartment	\$1,751	20%	30%	50%	\$350	\$876
Sands Point-Lane Lodge 1	\$3,090	20%	30%	50%	\$618	\$1,545
Sands Point-Lane Lodge 2	\$2,318	20%	30%	50%	\$464	\$1,159
Sands Point-Lane Lodge 3	\$2,060	20%	30%	50%	\$412	\$1,030
Sands Point-Mille Fleur	\$6,798	20%	30%	50%	\$1,360	\$3,399
Sands Point-Superintendent's Quarters	\$2,884	20%	30%	50%	\$577	\$1,442
Shattuck Preserve	\$0	20%	30%	50%	\$0	\$0
Smithers Estate	\$3,605	20%	30%	50%	\$721	\$1,803
Tackapusah Preserve	\$1,545	20%	30%	50%	\$309	\$773
Tiffany Creek Preserve	\$3,863	20%	30%	50%	\$773	\$1,932
Trout Lake	\$1,700	20%	30%	50%	\$340	\$850
Welwyn Preserve	\$1,339	20%	30%	50%	\$268	\$670
167 Cave Road	\$2,575	20%	30%	50%	\$515	\$1,288

Schedule A

Property Name	Year 5	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$0	20%	25%	55%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,645	20%	80%	0%	\$329	\$0
Lannin Carriage House	\$1,061	20%	25%	55%	\$212	\$584
Eldersfield Preserve-Cottage	\$849	20%	25%	55%	\$170	\$467
Eldersfield Preserve-Main House	\$3,183	20%	25%	55%	\$637	\$1,751
Fruggies Farms House	\$2,388	20%	25%	55%	\$478	\$1,313
Jericho Preserve-Carriage Barn	\$1,963	20%	25%	55%	\$393	\$1,080
Jericho Preserve-Cheshire House	\$4,244	20%	25%	55%	\$849	\$2,334
Jericho Preserve-Farmlane Cottage 1	\$1,591	20%	25%	55%	\$318	\$875
Jericho Preserve-Farmlane Cottage 2	\$1,221	20%	25%	55%	\$244	\$672
Jericho Preserve-Elias Hicks	\$3,183	20%	25%	55%	\$637	\$1,751
Jericho Preserve-Farmlane Barn	\$1,591	20%	25%	55%	\$318	\$875
Jericho Preserve-Dr Carl S Homestead	\$2,652	20%	25%	55%	\$530	\$1,459
Jericho Preserve-Malcolm House	\$0	20%	25%	55%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,758	20%	25%	55%	\$552	\$1,517
Muttontown-Barnswallow Center	\$4,562	20%	25%	55%	\$912	\$2,509
Muttontown-Chelsea Caretaker	\$849	20%	25%	55%	\$170	\$467
Muttontown-Chelsea Garage Apartment	\$1,804	20%	25%	55%	\$361	\$992
Muttontown-Chelsea Lodge Gatehouse	\$2,388	20%	25%	55%	\$478	\$1,313
Muttontown-Chelsea Living Quarters	\$318	20%	25%	55%	\$64	\$175
Muttontown-Chelsea Maintenance Quarters	\$3,925	20%	25%	55%	\$785	\$2,159
Muttontown-Chelsea Wing Office	\$955	20%	25%	55%	\$191	\$525
Muttontown-Nassau Hall Office 2nd Floor	\$2,122	20%	25%	55%	\$424	\$1,167
Muttontown-Nassau Hall Office 3rd Floor	\$2,016	20%	25%	55%	\$403	\$1,109
Muttontown-Nassau Hall Apartment 1	\$3,183	20%	25%	55%	\$637	\$1,751
Muttontown-Nassau Hall Apartment 2	\$1,433	20%	25%	55%	\$287	\$788
Muttontown-Nassau Hall Apartment 3	\$1,221	20%	25%	55%	\$244	\$672
Muttontown-Nassau Hall Horse Stable	\$1,061	20%	25%	55%	\$212	\$584
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,327	20%	67%	55%	\$265	\$730
Old Mill Farms Tudor	\$7,962	20%	25%	55%	\$1,592	\$4,379
Old Mill Farms Cope House	\$2,452	20%	25%	55%	\$530	\$1,459
Sands Point-Bowling Alley 1	\$1,751	20%	25%	55%	\$350	\$963
Sands Point-Bowling Alley 2	\$1,485	20%	25%	55%	\$297	\$817
Sands Point-Captain's Quarters	\$2,971	20%	25%	55%	\$594	\$1,634
Sands Point-Caretaker	\$2,652	20%	25%	55%	\$530	\$1,459
Sands Point-Garage Apartment	\$1,804	20%	25%	55%	\$361	\$992
Sands Point-Lane Lodge 1	\$3,183	20%	25%	55%	\$637	\$1,751
Sands Point-Lane Lodge 2	\$2,388	20%	25%	55%	\$478	\$1,313
Sands Point-Lane Lodge 3	\$2,122	20%	25%	55%	\$424	\$1,167
Sands Point-Mille Fleur	\$7,002	20%	25%	55%	\$1,400	\$3,851
Sands Point-Superintendents's Quarters	\$2,971	20%	25%	55%	\$594	\$1,634
Shotuck Preserve	\$0	20%	25%	55%	\$0	\$0
Smithers Estate	\$3,713	20%	25%	55%	\$743	\$2,042
Tockapusah Preserve	\$1,591	20%	25%	55%	\$318	\$875
Tiffany Creek Preserve	\$3,979	20%	25%	55%	\$796	\$2,188
Trout Lake	\$1,751	20%	25%	55%	\$350	\$963
Wellwyn Preserve	\$1,379	20%	25%	55%	\$276	\$758
167 Cove Road	\$2,652	20%	25%	55%	\$530	\$1,459

Schedule B

LANDMARK PROPERTIES 2014 BUDGET

Project	Original	Changes	Revised
Chelsea Mansion			
Repair stairs leading to offices	\$ 15,000		\$ 15,000
Nassau Hall			
Replace HVAC units	20,000		20,000
Barnswallow Center			
Roof removal & replacement and exterior painting	35,000		35,000
Nassau Hall Gatehouse Apartments			
Exterior painting	25,000		25,000
Cedarmere Preserve			
Main House	200,000		200,000
Malcolm House			
Lead abatement and scraping to prepare house for priming and painting	30,000		30,000
Tiffany Creek Preserve			
Roof removal & replacement	15,000		15,000
Over Budget Spending Due to Hurricane, Chelsea Kitchen, Extras on Cedarmere, Higher Move Outs, Cesspool Issues	50,000		50,000
Contingency	11,786		11,786
Total	401,786	-	401,786
CM Fees	12% 48,214	-	48,214
Total with CM Fees	\$ 450,000	\$ -	\$ 450,000

Note: Does not include road repairs needed at Sands Point Preserve and Tiffany Creek Preserve.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
09/16/2013

PRODUCER

Serial # 2814

PROFESSIONAL LIABILITY CONSULTING SERVICES, INC.
45 KNOLLWOOD ROAD - SUITE 202
ELMSFORD, NY 10523
(914) 592-6505

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.

COMPANIES AFFORDING COVERAGE

COMPANY A HOUSTON CASUALTY COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

SMITH & DRAKE REALTY CORP.
DBA: SMITH & DEGROAT REAL ESTATE
27 EAST JERICO TURNPIKE
MINEOLA, NY 11501

COVERAGES

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.

DO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY OCC \$
	<input type="checkbox"/> PREMISES/OPERATIONS				BODILY INJURY AGG \$
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE OCC \$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> PERSONAL INJURY				
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY INSURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000 DEDUCTIBLE: \$5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PROOF OF PROFESSIONAL LIABILITY COVERAGE

CERTIFICATE HOLDER

SMITH & DRAKE REALTY CORP.
DBA: SMITH & DEGROAT REAL ESTATE
27 EAST JERICO TURNPIKE
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF YOUR INSURANCE AGENCY

ACORD 25-N (1/95)

©ACORD CORPORATION 1988

COMMON POLICY DECLARATIONS		Policy Number
Renewal of CF51603169	SCOTTSDALE INSURANCE COMPANY³ Home Office: One Nationwide Plaza • Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258 1-800-423-7675 A STOCK COMPANY	GPS1821936
ITEM 1. Named Insured and Mailing Address		
SMITH & DRAKE REALTY CORP. DBA: SMITH & DEERCAT REAL ESTATE 27 EAST CERRILLO CIRCLE MTVUELA, NY 11551		
Agent Name and Address		
RISK PLACEMENT SERVICES, INC. 50 CHARLES LINDBERGH BLVD STE. 602 UNIONDALE, NY 11553		
Agent No.: 31031	Program No.: 3004	
ITEM 2. Policy Period		
From: 10/01/2013 To: 10/01/2014 Term: 365 DAYS		
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.		

Business Description: MANAGING AGENT FOR PROPERTY

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 11,160
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.	Total Policy Premium: \$ 11,160.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	Policy Total: \$ 11,160.00

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

[illegible]

Not a part of this policy at time of issue.

AND ENDORSEMENTS

SIMON PASTON & SONS AGENCY
INSURANCE SPECIALISTS



384 SUNRISE HIGHWAY - P.O. BOX 747
LYNSBROOK, NY 11563-3000
516-593-2220 718-481-9000 212-319-7910
FAX # 516-593-2605 516-593-2616

BY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
ONE(S) COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY,
COMPLETE THE ABOVE NUMBERED POLICY.

“YES”

"SPS" Unione (RPS/SC)

0.12367^a, 50.0

eLANY
EXCESS LINE ASSOCIATION
OF NEW YORK

This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law 10/25/2013

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK,
NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE
INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY
MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF
FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

COMMON POLICY DECLARATIONS		Policy Number	
Renewal of <u>CPS1663159</u>	SCOTTSDALE INSURANCE COMPANY*		<u>CPS1821936</u>
Home Office: One Nationwide Plaza • Columbus, Ohio 43215			
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258			
1-800-423-7675			
A STOCK COMPANY			
ITEM 1. Named Insured and Mailing Address			
SMITH & BRAD REALTY CORP. 77A:SMITH & BRAD REALTY CORP 27 EAST JERICHO TRKE MINEOLA, NY 11501			
Agent Name and Address			
ALSK PLACEMENT SERVICES, INC. 50 CHARLES WINDBERG HWY STE. 602 UNIONDALE, NY 11553			
Agent No.: <u>3100</u>		Program No.: <u>NONE</u>	
ITEM 2. Policy Period	From: <u>12/01/2013</u>	To: <u>10/01/2014</u>	Term: <u>365 DAYS</u>
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.			

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 41,160
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
Total Policy Premium:	\$ 41,160.00
	\$
	\$
	\$
	\$
	\$
	\$
Policy Total:	\$ 41,160.00

STEWARTSVILLE, NJ
10/21/2013
VK/PR

Veronica J. Hildebrand

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. CP91621935 Effective Date 12/01/2013
12:01 A.M. Standard Time
Named Insured SMITH & DRAKE REALTY CORP. Agent No. 31301

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
1		27 EAST JERICHO TRAIL, MINNEOTA, MN 55301	REAL ESTATE MANAGING AGENT



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CP5102-935	10/01/2013	SMITH & BRANK REALTY CORP.	31001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

SUPERINTENDENT OF INSURANCE

ONE COMMERCE PLAZA, SUITE 1700

ALBANY, NY 12257

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED.

AUTHORIZED REPRESENTATIVE

DATE

SCOTTSDALE INSURANCE COMPANY*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CS91821935 Effective Date 10/01/2013
12:01 A.M., Standard Time

Named Insured SMITH & BRACE REALTY CORP. Agent No. 31331

Item 1. Limits of Insurance		
Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ <u>1,000,000</u>	Products/ Completed Operations Aggregate
	\$ <u>2,000,000</u>	General Aggregate (other than Products/ Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ <u>1,000,000</u>	any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	\$ <u>100,000</u>	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ <u>1,000,000</u>	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ <u>5,000</u>	any one person subject to the Coverage A occurrence and the General Aggregate Limits
Item 2. Description of Business		

Form of Business:

- ☐ Individual
☐ Partnership
☐ Joint Venture
☐ Trust
☐ Limited Liability Company
☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	\$ <u>39,200</u>
Other Premium:	\$ <u></u>
Total Premium:	\$ <u>39,200</u>

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

POLICY NUMBER: CFS1821935

COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Professional Services
1. "ANY AND ALL PROFESSIONAL EXPOSURES"
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

POLICY NUMBER: CUS1821935

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE COUNTY OF NASSAU, DEPT. OF PARKS ONE WEST STREET MINEOLA, NY 11550	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
09/16/2013

PRODUCER

Serial # 2814

PROFESSIONAL LIABILITY CONSULTING SERVICES, INC.
45 KNOLLWOOD ROAD - SUITE 202
ELMSFORD, NY 10523
(914) 592-6505

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.

COMPANIES AFFORDING COVERAGE

COMPANY A HOUSTON CASUALTY COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

SMITH & DRAKE REALTY CORP.
DBA: SMITH & DEGROAT REAL ESTATE
27 EAST JERICHO TURNPIKE
MINEOLA, NY 11501

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				BODILY INJURY OCC \$
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG \$
	<input type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC \$
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE AGG \$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED OCC \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED AGG \$
	<input type="checkbox"/> CONTRACTUAL				PERSONAL INJURY AGG \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> PERSONAL INJURY				
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE \$
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$
	<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY INSURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000 DEDUCTIBLE: \$5,000

DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLE(S)/SPECIAL ITEMS

PROOF OF PROFESSIONAL LIABILITY COVERAGE

CERTIFICATE HOLDER

SMITH & DRAKE REALTY CORP.
DBA: SMITH & DEGROAT REAL ESTATE
27 EAST JERICHO TURNPIKE
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF YOUR INSURANCE AGENCY

ACORD 25-N (6/95)

©ACORD CORPORATION 1995

Contract ID#: CQDA16000006



E-210-16
 Department: District Attorney

389-16

Contract Details**SERVICE: Project Coordination****Closer to the Crib Program**NIFS ID #: CQDA16000006NIFS Entry Date: 07/29/16 Term: 08/01/16 to 07/31/17**E-210-16**

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Adelphi University Institute for Parenting	Vendor ID# 11-1630741
Address One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person Marcy Safyer, Ph.D., LCSW-R
	Phone 516 877-3060

County Department
Department Contact Robert McManus Director of Office Services
Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered	7/29/16 08/01/16	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	8/3/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/2/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/2/16	<i>[Signature]</i>	
8/2/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/2/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/2/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/2/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/9/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/9/16	<i>[Signature]</i>	



Contract Summary

Description: One year agreement to provide services for the District Attorney's Office Closer to the Crib initiative.

Purpose: The purpose of this agreement is to reduce recidivism and prevent inter-generational involvement in the criminal justice system by advancing the Closer to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.

Method of Procurement: RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the tremendous reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid, relevant experience, institutional capacity and proposed cost.

Procurement History: N/A

Description of General Provisions: This agreement between the Nassau County District Attorney's Office and Adelphi University's Institute for Parenting is for a project coordinator/clinical case manager for a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders as part of the closer to the Crib initiative.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	IB
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$234,005.00
Capital	\$
Other	\$
TOTAL	\$234,005.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$234,005.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$234,005.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **R. McManus**

Date: **08/01/16**

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 <i>[Signature]</i>
Name	Name	Date 9/9/16
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Adelphi University Institute for Parenting

2. Dollar amount requiring NIFA approval: \$ 234,005.00

Amount to be encumbered: \$ 234,005.00

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: 08/01/16 - 07/31/17

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 % 100
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:

This is a one year agreement to provide services to children who are a part of the District Attorney's Closer to the Crib program. These are children whose parents or guardians have been arrested and are involved with the criminal justice system. The goal of the program is to support positive developmental outcomes and promote psychological well-being in children from birth to three years old to prevent inter-generational involvement in anti-social behavior and illegal activity. There is no cost to the Nassau County general fund. The program will be financed by civil forfeiture funds.

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:

Submitted for approval 08/01/16.

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

None

AUTHORIZATION

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

Roseanne M. Allen 8/11/16
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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY AND ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

WHEREAS, the County has negotiated a personal services agreement
with Adelphi University Institute for Parenting to provide comprehensive
assessment, case management, referrals and evidence-based treatment
oversight for Closer to the Crib program conducted by the Department, 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 Adelphi University Institute for Parenting.

George Maragos
Comptroller



CQDA16000006

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: Adelphia University Institute for Parenting

CONTRACTOR ADDRESS: One South Ave., P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 11-1630741

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 05/26/16. 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 06/17/16. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the District Attorney's Office staff. As a result of this evaluation, the proposal was accepted.

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

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

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

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

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

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



Department Head Signature

08/01/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

June 3, 2016

Vendor: Adelphi University - Institute for Parenting

Signed:

A handwritten signature in black ink, appearing to read "Timothy P. Burton", is written over a horizontal line.

Print Name: Timothy P. Burton

Title: Senior Vice President & Treasurer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Timothy P. Burton - Senior Vice President and Treasurer
Date of birth / /
Home address 3 Surrey Lane
City/state/zip East Northport, NY 11731
Business address Adelphi University
City/state/zip One South Avenue, Garden City, NY 11530
Telephone 516 877 3385
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 09 / 01 / 2008 to present
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / _____/ /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ~~X~~
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ~~X~~ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ~~X~~ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy P. Burton, 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 3 day of June 2016

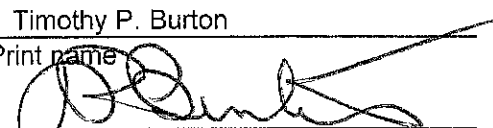
Notary Public



LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058578
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Timothy P. Burton
Print name


Signature

Senior Vice President & Treasurer
Title

6, 3, 2016
Date

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

1. Principal Name Dr. Christine M. Riordan
Date of birth / /
Home address 55 Brompton Road
City/state/zip Garden City, NY 11530
Business address Adelphi University
City/state/zip One South Avenue, Garden City, NY 11530
Telephone 516 877 3838
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 07 / 01 / 15 Treasurer / /
- Chairman of Board / / Shareholder / /
- Chief Exec. Officer / / Secretary / /
- Chief Financial Officer / / Partner / /
- Vice President / / / /
- (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dr. Christine M. Riordan, 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 June 2016

Notary Public



LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Dr. Christine M. Riordan
Print name

Christine M. Riordan
Signature

President
Title

6, 15, 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

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

Date: June 3, 2016

1) Proposer's Legal Name: Adelphi University

2) Address of Place of Business: One South Avenue, Garden City, NY 11530

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Not Applicable

Phone : 516 877 3385

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 065972838

5) Federal I.D. Number: 11-1630741

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) Not For Profit Educational 501(c)(3)

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 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 ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Adelphi University shall contact Nassau County in the event a potential conflict of interest arises and take the appropriate steps for resolution.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 1896 - Adelphi University (2006 - AU Institute for Parenting)
 - 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); New York
 - 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. 120 Years - Adelphi University (10 Years - AU Institute for Parenting)
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NYS Child Welfare Court Improvement Project - Nassau County Family Court

Contact Person Trista Borra, MSW, JD, Project Manager

Address 1200 Old Country Road

City/State Westbury, NY 11590

Telephone 516 493-4000

Fax # _____

E-Mail Address tborra@nycourts.gov

Company The Safe Center

Contact Person Sandy Oliva

Address 15 Grumman Road West - Suite 1000

City/State Bethpage, New York 11714

Telephone 516 465-4700

Fax # 516 465-4750

E-Mail Address soliva@cadunc.org

Company The New York Center for Child Development

Contact Person Evelyn Blanck, MSW - Associate Executive Director

Address 159 West 127th Street

City/State New York, NY 10027

Telephone 212 752 7575

Fax # 212 752-7564

E-Mail Address ejblanck@msn.com


CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy P. Burton, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of June 2016

Notary Public


VERLINA WOOLFEY
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Name of submitting business: Adelphi University - Institute for Parenting

By: Timothy P. Burton

Print name


Signature

Senior Vice President & Treasurer

Title

Date

6, 3, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: Adelphi University

Address: One South Avenue

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 11-1630741

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Not For Profit Educational
501(c)(3) ☐ Other (specify)

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

See attached Listing for 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.

Not Applicable

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

ADELPHI UNIVERSITY OFFICE OF THE PRESIDENT

[Apply Now](#)[Request Information](#)
[About President Riordan](#) [Vision and Initiatives](#) [Communications](#) [News and Events](#) [University Leadership](#) [Contact](#)
[Home](#) » [University Leadership](#) » [Board of Trustees](#)

Board of Trustees

[Leadership Team](#)
[Board of Trustees](#)
[Academic Deans](#)
[Past Presidents](#)


Our expert leadership.

The Board of Trustees delegates operational authority to the president as the University's chief executive officer with the expectations of transparency, accountability, performance, collaboration and service as the face and voice of the University.

A senior administrative team of five vice presidents reports to the president and works collaboratively to establish and achieve institutional priorities. This organizational structure provides continuous review of progress against goals and facilitates data-driven decision making.

»Upcoming meetings



Front Row L-R: Z. Paul Akian, Lois C. Schlissel, Ronald B. Lee, Thomas F. Motamed, Charles Tolbert,
 Angela M. Jaggard, Jeffrey Bolton, Grace C. Plicer

Middle Row L-R: Paul Salerno, N. Geny House, Arun Agrawal, Robert B. Willumstad, Christine M. Riordan,
 Frank Angello, Loretta Cangialosi, Helene Sullivan

Back Row L-R: Jeffrey R. Green, Noreen Harrington, Ivaylo Ninov, Osbert Hood, Susan H. Murphy, Adaeze Udoji, William Tenel

Robert B. Willumstad '05 (Hon)

Chairman, Board of Trustees

Partner

Bryson Global Partners

Thomas F. Motamed B.A.'71, J.D.

Vice-Chair, Board of Trustees

Chairman and Chief Executive Officer

CNA Financial Corporation

Christine M. Riordan, Ph.D.

President, Adelphi University

Ex-Officio

Steven N. Fischer

Chairman Emeritus, Board of Trustees

Former Chairman and Chief Executive Officer

Mechanical Technology Inc.

Frank Angello B.B.A. '77, M.B.A.

Secretary, Board of Trustees
Former Chief Financial Officer
Lighthouse International
Former Chief Financial Officer
JPMorgan Treasury & Securities Services Group

Steven L. Isenberg '00 (Hon.)

Chairman Emeritus, Board of Trustees
Former Publisher
New York Newsday

Arun K. Agrawal, MBA '12, MD

Founder, President, and CEO
Garden City Medical Services

Susan Murphy, Ph.D.

Vice President Emerita
Cornell University

Z. Paul Aklon B.A. '64

Chief Executive Officer
Western Filter, Western FluidDyne, Integra Technologies

Ivaylo Ninov '08

Chief Financial Officer
Western Management Corp.

Jeffrey Bolton B.A. '61

Retired Managing Director
Neuberger Berman, Inc.

Grace Plicer M.A. '79, Ph.D. '84

Clinical Psychologist
Private Practice

Loretta Cangialosi B.B.A. '80

Senior Vice President and Controller
Pfizer, Inc.

Peter Principato B.A. '87

Founding Partner
Principato-Young Entertainment

Jeffrey R. Greene, M.B.A.

Global Transaction Leader
for Life Sciences
Ernst & Young, LLP

Paul Salerno B.B.A. '76

Retired Managing Partner, Melville Office
PricewaterhouseCoopers LLP

Noreen Harrington B.S. '81

Alternative Investments
MD Sass

Lois C. Schlissel, J.D.

Managing Attorney; President
Meyer, Suozzi, English & Klein, P.C.

Osbert Hood B.S. '86, M.B.A.

Chief Operating Officer
Advent Capital Management, LLC

Patrick S. Smalley B.A. '86

Executive VP and Managing Director
MCH Group LLC

N. Gerry House, Ed.D.

President and Chief Executive Officer
Institute for Student Achievement

Helene Sullivan B.B.A. '79

Retired Chief Financial Officer
Save the Children

Angela M. Jagger B.S. '62, M.A. '65, Ph.D.

Retired Professor
New York University
School of Education

William Tenet B.A. '75, M.D.

Medical Director
NYU Langone Cardiovascular Associates
Clinical Associate Professor of Medicine,
NYU School of Medicine

Laurence Kessler B.A. '85

Founder and Co-owner
Kessler Restaurants

Charles Tolbert

Attorney and Agent
Law Offices of Charles Tolbert

Ronald B. Lee B.A. '67

Founder and Chairman Emeritus
Lee, Nolan and Koroghlian, LLC

Adaeze Udoji B.A. '08, J.D.

Associate
Wilson, Sonsini Goodrich & Rosati PC

Lindsey Kupferman Levine M.A. '02, Ph.D. '06

Faculty
Columbia University
Department of Psychiatry, College of Physicians and Surgeons

Trustees EmeritiRichard C. CahnThomas Dixon Lovely '54, '04 (Hon.)Michael J. Campbell '65Horace G. McDonell, Jr. '52, '02 (Hon.)Joan S. Girgus, Ph.D.Leon M. Pollack '63Palmina R. Grella, M.B.A. '73Marjorie Weinberg-Berman, M.S. '61John J. Gutleber B.B.A. '68, M.B.A. '70Barry T. ZemanMichael L. Lazarus '67Upcoming Meetings2016 Board Of Trustees Meeting Dates

- Inauguration of President Christine M. Riordan—Friday, March 11, 2016

- *16th Annual President's Gala—Saturday evening, March 12, 2016*
- Saturday & Sunday, March 12 & 13, 2016
- Monday, June 6, 2016
- Sunday/Monday, September 18 & 19, 2016
- Monday, December 12, 2016

2017 Board Of Trustees Meeting Dates

- *17th Annual President's Gala—Saturday, March 18, 2017 tentative*
- Sunday & Monday, March 19 & 20, 2017
- Monday, June 12, 2017
- Sunday & Monday, September 17 & 18, 2017
- Monday, December 11, 2017

[About](#) | [Admissions](#) | [Financial Aid and Scholarships](#) | [Report a Financial Concern](#) | [Academics](#) | [Online Learning](#) | [Athletics](#) | [Leadership](#)
[Accreditations and Memberships](#) | [Giving](#) | [Libraries](#) | [Community](#) | [News](#) | [Events](#) | [eCampus](#) | [Campus Map](#) | [Directory](#) | [Site Map](#)

[Prospective Students](#) | [Current Students](#) | [Faculty](#) | [Administration and Staff](#) | [Alumni](#) | [Parents](#) | [Military](#) | [Visitors](#)

Adelphi University | 1 South Ave | P.O. Box 701 | Garden City, NY 11530-0701 | 800.ADELPHI (233.5744)

ADELPHI UNIVERSITY OFFICE OF THE PRESIDENT

[Apply Now](#)

[Request Information](#)

[About President Riordan](#) [Vision and Initiatives](#) [Communications](#) [News and Events](#) [University Leadership](#) [Contact](#)

[Home](#) » [University Leadership](#) » [Leadership Team](#)

Leadership Team

Leadership Team

[Office of the Provost](#)

[Office of the Treasurer](#)

[Office of Public Affairs](#)

[Office of Enrollment
Management and Student
Success](#)

[Office of University
Advancement](#)

[Board of Trustees](#)

[Academic Deans](#)

[Past Presidents](#)



Vice Presidents



Gayle D. Insler
*Provost and Senior Vice President for
Academic Affairs*

» [Office of the Provost](#)



Timothy P. Burton
Senior Vice President and Treasurer

» [Office of the Treasurer](#)



Lori Duggan Gold, M.S. '12
Vice President for Communications

» [Office of Public Affairs](#)



Lauren Mounty
*Vice President for Enrollment Management and Student
Success*

» [Office of Enrollment Management and
Student Success](#)



Christian P. Vaupel '96, M.S. '03
Vice President for University Advancement

» [Office of University
Advancement](#)

[About](#) | [Admissions](#) | [Financial Aid and Scholarships](#) | [Report a Financial Concern](#) | [Academics](#) | [Online Learning](#) | [Athletics](#) | [Leadership](#)
[Accreditations and Memberships](#) | [Giving](#) | [Libraries](#) | [Community](#) | [News](#) | [Events](#) | [eCampus](#) | [Campus Map](#) | [Directory](#) | [Site Map](#)

[Prospective Students](#) | [Current Students](#) | [Faculty](#) | [Administration and Staff](#) | [Alumni](#) | [Parents](#) | [Military](#) | [Visitors](#)

Adelphi University | 1 South Ave | P.O. Box 701 | Garden City, NY 11530-0701 | 800.ADELPHI (233.5744)

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

Not Applicable

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

Not Applicable

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

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

Dated: June 3, 2016

Signed: 

Print Name: Timothy P. Burton

Title: Senior Vice President & Treasurer

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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 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 on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal address at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (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 August 1, 2016, and terminate on July 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"),

2. **Services.** The services provided by the Contractor under the Agreement shall consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the attached Appendix A.

Closer to the Crib is a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders. Supporting a healthy environment and reducing the effects of toxic stress for such children will reduce the likelihood that they will become involved with the criminal justice system later in life. The program is intended to support the healthy development of the brain in 0-3 year old children by establishing a solid foundation for positive relationships leading to improved short and long term physical and psychological health and well-being, improved school readiness and increased learning ability. The goal of the program is to create healthier individuals, stronger families and safer communities.

3. **Payment.** (a) **Amount of Consideration.** The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Thirty-Four Thousand and Five 00/100 Dollars (\$234,005.00), payable in accordance with the attached budget, Appendix B.

(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) 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 government 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.

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, 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, Clause 10 notwithstanding.

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.

(d) **Protection of Client Information.** 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 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 coverage. 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 coverage 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. **Licensure and Accreditation.** At all times during the term of this Agreement, Contractor shall (a) maintain in good standing all applicable licenses, certifications and registrations required for Provider to furnish services hereunder.

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

13. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the 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.** (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 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, 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.

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: 
Name: Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: July 27, 2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF NASSAU)

NOTARY PUBLIC

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

NOTARY PUBLIC

APPENDIX A
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Implement all assessment and screening for referral and treatment planning. Use as aggregate data for the overall evaluation of the program.
2. Assure that the quality of assessment and screening is impeccable.
3. Ensure that all documentation related to the provision of assessments are completed in accordance with established policies and procedures and all records of assessments are accurately maintained and current.
4. Ensure that all ongoing assessments and screenings take place in a timely manner.
5. Complete reports related to each of these assessments and observations.
6. Examine ongoing assessment results and recommend changes in services or treatment and case plans as indicated.
7. Assist in the development of a quality assurance system.
8. Participate in the development of appropriate data collection tools, i.e. intake and evaluation assessment.
9. Participate in internal and external committees for the Closer to the Crib initiative and other agency meetings as needed.
10. Participate in providing consultation and support to other staff as needed e.g., to debrief about difficult situations.
11. Establish and maintain a supportive relationship with families and children in the program.
12. Make regular home visits with families as dictated by the protocol and supervision.
13. Work closely with the criminal justice system and community-based family support organizations that serve as partners with the Closer to the Crib project.
14. Collect relevant data for evaluation of the program and participants. This will include the collection of baseline data as well as data to be collected during the offender's tenure in the program and after the offender has completed the program.
15. Develop a service plan for the family. Service plans will be reviewed and approved by the Executive Assistant District Attorney.
16. Maintain accurate and up-to-date case files.
17. Identify and link clients to supportive services.
18. Monitor parent/child relationship and parental progress in meeting child's needs by speaking regularly with therapists, counselors, and/or any individual or organization that is providing support and/or services to the child, parent and family participating in program.
19. Ensure that offenders are enrolled and participating in treatment as needed.
20. Meet with clients weekly or bi-weekly for the length of the program i.e., minimum of twelve months, maximum of eighteen months.
21. Prepare written status reports to responsible criminal justice system entities regarding client's progress.
22. Follow up with schools, therapists and other professionals involved with the family on an as-needed basis.
23. Attend relevant trainings, workshops and seminars.
24. Perform all other relevant duties as assigned by supervisor.

APPENDIX B
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET

<u>PERSONNEL</u>	<u>FUNDING</u>
Director (25% FTE at annual salary of \$94,619)	\$23,655
Program Director (25% FTE at annual salary of \$67,624)	\$16,906
Clinical Coordinator (25% FTE at annual salary of \$65,213)	\$16,303
Project Coordinator (100% FTE at annual salary of \$55,000)	\$55,000
Clinician (100% FTE at annual salary of \$55,000)	<u>\$55,000</u>
Sub-Total	\$166,864
 <u>FRINGE BENEFITS</u>	
29% of total salary	\$48,391
 <u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$15,000
 <u>TRAVEL</u>	
Mileage – Local travel for homes visits at Nassau County rate (\$0.54 per mile)	\$500
 <u>SUPPLIES</u>	
Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	<u>\$1,000</u>
Sub-Total	\$3,250
 TOTAL COSTS:	 \$234,005

Appendix EE

ARTICLE I. Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii)

a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief ~~executive~~ ^{financial} officer of the Contractor is:
Timothy P. Burton _____ (Name)
Exec. Vice President of Finance & Administration
- Adelphi University
One South Avenue - Levermore Rm 310 _____ (Address)
- Garden City, NY 11530
516 877 3385 (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.

July 22, 2016
Dated



Signature of Chief Executive Officer
Financial

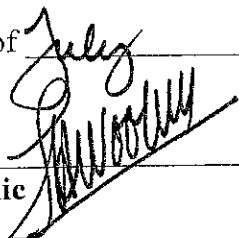
Timothy P. Burton
Exec. Vice President of Finance & Administration

Name of Chief Executive Officer

Sworn to before me this

22 day of July, 2016.

Notary Public



LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01W05058578
Qualified in Nassau County
My Commission Expires April 8, 2018



E-220-16

Contract Details

SERVICES: Special counsel

NIFS ID #: CLAT16000031

NIFS Entry Date: 09/19/2016

Term: 03/13/2014-03/12/2017

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Jackson Lewis P.C.	Vendor ID# 463862389
Address 58 South Service Road, Suite 250 Melville, New York 11747	Contact Person Marc Wenger, Esq.
	Phone (631) 247-0404

County Department
Department Contact Jaclyn Delle
Address 1 West St. Mineola, New York 11501
Phone (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
9/19/16	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		Lisa LoCuto	
9/19/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/19/16	Mmd T...	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	9/19/16	Macley...	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/19/16	Macley...	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/19/16	E...	



Contract Summary

Description: Amendment #1 to special counsel contract.
Purpose: Amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law. The amendment extends the contract for two years, and increases the maximum amount by \$25,000.
Method of Procurement: Contract amendment. See procurement history below.
Procurement History: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$25,000 max increase, but no encumbrance at this time.
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 <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

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: <i>[Signature]</i>
Name	Name	Date: 9/19/16
Date	Date	(for Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Jackson Lewis P.C. (CLAT16000031)

2. Dollar amount requiring NIFA approval: \$ 25,000.00

Amount to be encumbered: \$ 0.01

This is a New Contract Advisement ☒ Amendment

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

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

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

3. Contract Term: 03/13/2014-03/12/2017

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

If yes, please explain: Due to time sensitivity contractor may commence while awaiting approval.

4. Funding Source:

☒ General Fund (GEN) Grant Fund (GRT) Federal %
 Capital Improvement Fund (CAP) State %
 Other County % 100

Is the cash available for the full amount of the contract? ☒ Yes No

If not, will it require a future borrowing? Yes No

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

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

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

This is an amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law. The amendment extends the contract for two years, and increases the maximum amount by \$25,000.

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:

CLAT16000015 (CQAT11000029 02), max increase \$750,000, encumbered \$250,000 on 6/27/16;
CLAT16000013 (CQAT14000012), max increase \$50,000, encumbered \$50,000 on 6/27/16.

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 Miller
Signature Title

9/19/16
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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Jackson Lewis P.C. to provide legal services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Jackson Lewis P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Jackson Lewis P.C. (CLAT16000031)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 250, Melville, New York 11747

FEDERAL TAX ID #: 463862389

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. x This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 6, 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 a Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

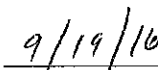
IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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



Department Head Signature



Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No.

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Jackson Lewis P.C.

Dated: 4/7/16

Signed: Marc S. Wenger

Print Name: Marc S. Wenger

Title: Principal

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Marc S. Wenger
Date of birth 12/31/64
Home address 162 16th Ave.
City/state/zip Sea Cliff, NY 11579
Business address 58 S. Service Rd.
City/state/zip Melville, NY 11747
Telephone (631) 247-0404
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 11/1/99 *Now known as Principal*
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) *No.*
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc S. Wenger, 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 16th day of September 2016

Paulette Di Marco
Notary Public

PAULETTE DI MARCO
Notary Public, State of New York
No. 01DM4910900
Qualified in Suffolk County
Commission Expires Nov. 02, 2017

Jackson Lawns P.C.
Name of submitting business

Marc S. Wenger
Print name

Marc S. Wenger
Signature

Principal
Title

9, 16, 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

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

Date: April 7, 2016

1) Proposer's Legal Name: Jackson Lewis P.C.

2) Address of Place of Business: 58 South Service Road, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 631-247-0404

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 072809924

5) Federal I.D. Number: 46-3862389

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe) 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 ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

We are unaware of any member of the firm being publicly disciplined by any State Bar.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Conflict inquiries are required of all Engagement/Matters - whether new or existing client, and whether opposed or unopposed.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; April 1, 1958
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached.
- iii) Name, address and position of all officers and directors of the company; See attached.
- iv) State of incorporation (If applicable);
- v) The number of employees in the firm; 1,560 (as of 04/01/16)
- vi) Annual revenue of firm; 407,162,000
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 58 years

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Brookhaven Science Associates, LLC

Contact Person Anne Troutman, Esq.

Address _____

City/State Upton, New York 11973-5000

Telephone (631) 344-8629

Fax # _____

E-Mail Address troutman@bnl.gov

Company Sabin, Bermant & Gould LLP
Contact Person Eric L. Adler, Esq.
Address One World Trade Center, 44th Floor
City/State New York, New York 10007-2915
Telephone (212) 381-7125
Fax # (212) 381-7201
E-Mail Address eadler@sabinfirm.com

Company Village of Rockville Centre
Contact Person Fran Murray
Address 1 College Place, P.O. Box 950
City/State Rockville Centre, New York 11570
Telephone (516) 678-9264
Fax # _____
E-Mail Address fxmurray@rvchny.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc S. Wenger, 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 7th day of April 2016

Pat Russol
Notary Public

PATRICIA J. RUSSOLESE
Notary Public, State Of New York
No. 01AM4898520
Qualified in Nassau County
Commission Expires June 15, 2019

Name of submitting business: Jackson Lewis P.C.

By: Marc S. Wenger
Print name
Marc S. Wenger
Signature
Principal
Title

4, 7, 16
Date

Addendum to page 4, A. vii

Jackson Lewis P.C. is comprised of over 700 attorneys practicing exclusively in the area of labor and employment law on behalf of management. We have recognized industry leaders in every aspect of the field of labor and employment law. Our Melville, New York office, with approximately 34 attorneys, is undoubtedly the largest collection of labor and employment law attorneys in Long Island, with years of personal experience combined with the resources of one of the largest firms in the country. Marc S. Wenger, the lead attorney for our work for the County, is the Litigation Manager for the Long Island office. He has practiced management-side labor and employment law for over 29 years. Mr. Wenger has represented the County in labor and employment law matters since 2010 and, among other matters, has led the successful defense of the County in the wage freeze litigation and numerous employment discrimination cases, in addition to coordinating our advice and counsel in a variety of other specialized areas.

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
103	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
104	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
105	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
106	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
107	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
108	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
109	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
110	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
111	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
112	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
113	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
114	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
115	Kee, Conrad S.	215 South State Street, Suite 760	Salt Lake City, UT 84101
116	Keiper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
117	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
118	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
119	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
121	Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
122	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
123	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
124	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
126	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
127	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
128	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
129	Lazarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
130	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
131	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
132	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
133	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
134	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
135	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
136	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
137	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
138	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
139	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
140	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
141	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
142	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
143	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
144	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
145	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
146	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
147	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
148	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
149	Mellk, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
150	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
151	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
152	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
153	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
154	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
156	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
157	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
158	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
159	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
160	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
161	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
162	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
163	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
164	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
165	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
166	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
167	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
168	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
169	Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
170	Palmer, Cary G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
171	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
172	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
173	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
174	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
175	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
176	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
177	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
178	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
179	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
180	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
181	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
182	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
183	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
184	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
185	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
186	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
187	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
188	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
189	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
190	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
191	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
192	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
193	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
194	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
195	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
196	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
197	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
198	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
199	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
200	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
201	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
202	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
203	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
204	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
205	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
206	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
207	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
208	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
209	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
210	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
211	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017
212	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
213	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
214	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
215	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
216	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
217	Stone, Lawrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
218	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
219	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
220	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
221	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
222	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
223	Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
224	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
225	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
226	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
227	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
228	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
229	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
230	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
231	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
232	Waish, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
233	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
234	Weisbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
235	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
236	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
237	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
238	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
239	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
240	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
241	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
242	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
243	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
244	Youchah, Elayna J.	3800 Howard Hughes Pkwy, Suite 600	Las Vegas, NV 89169

COUNTY OF NASSAU

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

1. Name of the Entity: Jackson Lewis P.C.
Address: 58 South Service Road, Suite 250
City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 46-3862389

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ 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):

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 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.

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):

None

(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: 3/10/10

Signed: [Signature]

Print Name: Marie S. Wenger

Title: Principal

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.

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
1	Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2	Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3	Adler-Palindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4	Alien, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5	Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7	Amlot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8	Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10	Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11	Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12	Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13	Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14	Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15	Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16	Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17	Baderlan, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18	Baker, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20	Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21	Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23	Bertonchini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24	Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
25	Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26	Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27	Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28	Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
29	Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31	Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32	Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33	Briton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34	Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36	Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37	Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38	Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39	Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
40	Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42	Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43	Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44	Chavey, Victoria Woodlin	90 State House Square, 8th Floor	Hartford, CT 06103
45	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
46	Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47	Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48	Christensen, Deverle J.	3800 Howard Hughes Pkwy, Suite 600	Las Vegas, NV 89169
49	Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50	Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtlan, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrto, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Duddleston, David J.	Capella Tower, 225 S. 6th Street, Suite 3850	Minneapolis, MN 55402
70	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
71	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
72	Farber, Mla	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
73	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
74	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
75	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
76	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
77	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
78	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
79	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
80	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
81	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
83	Gillson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
84	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
85	Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
86	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
87	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
88	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
89	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
90	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
92	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
93	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
94	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
95	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
97	Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
100	Holles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
101	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
102	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
103	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
104	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
105	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
106	Janelro, Glna K.	Capella Tower, 225 S. 6th Street, Suite 3850	Minneapolis, MN 55402

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
107	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
108	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
109	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
110	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
111	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
112	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
113	Jones, Robert K.	Blitmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
114	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
115	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
116	Kee, Conrad S.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
117	Kelper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
118	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
119	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
121	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
122	Kirmanli, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
123	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
124	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
126	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
127	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
128	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
129	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
130	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
131	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
132	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
133	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
134	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
135	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
136	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
137	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
138	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
139	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
140	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
141	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
142	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
143	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
144	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
145	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
146	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
148	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
149	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
150	Melik, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
151	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
152	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
153	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
154	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
156	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
157	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
158	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
159	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
160	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
161	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
162	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
163	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
164	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
165	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
166	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
167	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
168	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
169	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
170	Palindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
171	Palmer, Cary G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
172	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
173	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
174	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
175	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
176	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
177	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
178	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
179	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
180	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
181	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
182	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
184	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
185	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
186	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
187	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
188	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
189	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
190	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
191	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
192	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
193	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
196	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
197	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
198	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
199	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
200	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
201	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
202	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
203	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
204	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
205	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
206	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
207	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
208	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
209	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
210	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
211	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
212	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
213	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
214	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
215	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
216	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
217	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
218	Stone, Lawrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
219	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
220	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
221	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
222	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
223	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
224	Toppel, Jeffrey W.	Blitmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
225	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
226	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
227	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
228	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
229	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
230	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
231	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
232	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
233	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
234	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
235	Welsbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
236	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
237	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
238	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
239	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
240	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
241	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
242	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
244	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245	Youchah, Elayna J.	3800 Howard Hughes Pkwy, Suite 600	Las Vegas, NV 89169

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) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 250, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000011 between the County and Counsel, executed on behalf of the County on June 2, 2014 (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 March 13, 2014 until March 12, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (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-four Thousand Nine Hundred Dollars (\$24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise two (2) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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 two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 12, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-five Thousand Dollars (\$25,000.00) (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 Forty-nine Thousand Nine Hundred Dollars (\$49,900.00) (the "Amended Maximum Amount").

3. 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 will be no 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.

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 LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JACKSON LEWIS P.C.

By: _____

Name: _____

Title: _____

Date: _____

Marc S. Wenger

Marc S. Wenger
Principal
9/16/16

NASSAU COUNTY

By: _____

Name: _____

Title: _____

☐

Deputy County Executive

Date: _____

County Executive

PLEASE EXECUTE IN BLUE INK

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

On the 16th day of September in the year 2016 before me personally came Marc S. Wenger 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 Principal of Jackson Hewitt P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Paulette Di Marco
NOTARY PUBLIC

PAULETTE DI MARCO
Notary Public, State of New York
No. 01DI4910908
Qualified in Suffolk County
Commission Expires Nov. 02, 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

Contract ID#: CQAT14000011



*Certified contract
received on 08/14/2014 Lm*

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID#: CQAT14000011 NIFS Entry Date: 05/07/2014 Term: 03/13/2014-03/12/2015 w/ 4, 1 yr renewals

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Jackson Lewis P.C.	Vendor ID# 463862389
Address 58 South Service Road, Suite 410 Melville, New York 11747	Contact Person Marc Wenger, Esq.
	Phone (631) 247-0404

County Department
Department Contact Daniel Gregware
Address 1 West St. 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) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>Call 7 Juh</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<i>8/14/14</i>	<i>Joseph J. De...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<i>05/07/14</i>	County Attorney	CA RE&I Verification <input type="checkbox"/>	<i>05/07/14</i>	<i>8 i J. Se</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	<i>05/07/14</i>	<i>8 i J. Se</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	<i>05/07/14</i>	<i>8 i J. Se</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	<i>05/12/14</i>	<i>CGG</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<i>06/11/14</i>	<i>MTU</i>	<i>6/12/14</i>



Contract Summary

Description: Original agreement.
Purpose: New contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983; Labor and Employment Law; and Municipal Law.
Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.
Procurement History: Jackson Lewis P.C. has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$24,900.00
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:	

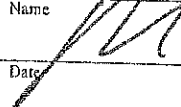
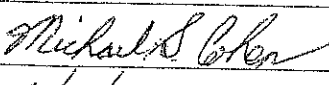
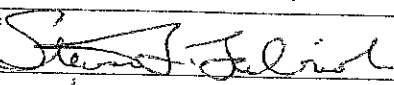

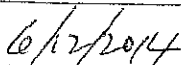
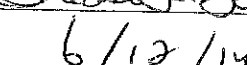
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$24,900.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$24,900.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,900.00

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 
Date 	Date 	(For Office Use Only)
		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: Jackson Lewis P.C. (CQAT14000011)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 410, Melville New York 11747

FEDERAL TAX ID #: 463862389

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:

☒ B. A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.

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.


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

5/8/14

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 410, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on March 13, 2014 and shall terminate on March 12, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). A list of the areas of law in which the Department has determined Counsel to be qualified to represent the County is attached hereto as Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. 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 Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

- | | |
|---------------------------|----------|
| (i) Partner: | \$285.00 |
| (ii) Of Counsel: | \$285.00 |
| (iii) Associate: | \$250.00 |
| (iv) Paralegal/Law Clerk: | \$100.00 |

(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) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) 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.

(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 Counsel 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 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 One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by 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.

JACKSON LEWIS P.C.

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☒ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 25th day of April in the year 2014 before me personally came Marc S. Wenger 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 shareholder of Jackson Lewis P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC *Loretta Giannone* LORETTA GIANNONE
Notary Public, State of New York
No. 01G16187660
Qualified in Nassau County
Commission Expires May 27, 2016

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

On the 18 day of August 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 **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 *Cocette A. Petrucci*

CONCETTA A. PATRUCCI
Notary Public, State of New York
No. 01P55230026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

Cases and/or matters are to be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Federal Civil Rights, Section 1983;
2. Labor and Employment Law;
3. Municipal Law;

The Department may qualify Counsel in additional areas of law.

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:

John P. Donnelly

Jackson Lewis P.C.

One North Broadway, 15th Floor

White Plains, New York 10601

914-514-6056

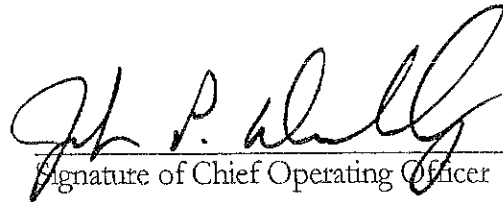
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a 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.

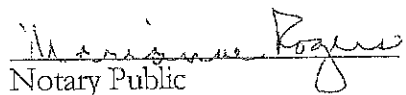
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete, Any statement or representation made herein shall be accurate and true as of the date stated below.

April 28, 2014


Signature of Chief Operating Officer

John P. Donnelly
Name of Chief Operating Officer

Sworn to before me this
28th day of April, 2014.


Notary Public

MARIANNE ROGERS
Notary Public, State Of New York
No. 4958612
Qualified In Westchester County
Commission Expires November 13, 2017