#### 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 Nicolello– 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	RESOLUTION NO2016
			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	RESOLUTION NO2016
			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	RESOLUTION NO2016
			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
E 220 16	A TD	D	FOR PARENTING. E-210-16
E-220-16	AT	R	RESOLUTION NO2016 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	
A-4-10	PK	K	RESOLUTION NO2016 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
			IIVAC INC. A-4-10

RULES

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	DEGOLUTION NO. 2017
B-4-16	PW	R	RESOLUTION NO2016 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	RESOLUTION NO2016 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. RELLA. E-51-16
E-56-16	AT	R	RESOLUTION NO2016 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	RESOLUTION NO2016 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	RESOLUTION NO2016 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	RESOLUTION NO2016 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

RULES 2

Clerk Item No.	Proposed	Assigned	<u>Summary</u>
E-188-16	By AT	To R	DECOLUTION NO. 2016
E-199-10	AI	K	RESOLUTION NO2016
			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
T 201.16	T/D		RIVKIN RADLER, LLP. E-188-16
E-204-16	IT	R	RESOLUTION NO2016
			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	RESOLUTION NO2016
			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	RESOLUTION NO2016
			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	RESOLUTION NO2016
			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

RULES 3

# Duplicate Redacted Version

Contract ID#: <u>COHS14-0000-97</u>



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

Contract Details	SERVICE: Info	rmation & Referral - Mental Healtl			
NIFS ID #: <u>CLHS16000029</u>	NIFS Entry Date: 07/28/2016 Term: from 9/1/14 to 08/				
New Renewal	1) Mandated Program:	Period 9/1/16 - 08/31/1   Yes □   No ⊠			
Amendment	2) Comptroller Approval Form Attached:	Yes No			
Time Extension	3) CSEA Agmt. § 32 Compliance Attached				
Addl, Funds	4) Vendor Ownership & Mgmt. Disclosure				
Blanket Resolution .	5) Insurance Required	Yes No			
Agency Information	on				
	ndor	County Department			
Name Richard Remauro		Department Comnet;			
Address	7	Geri Appel			
	Richard Remauro 6	0 Chas Lindbergh Blvd, Sto 200, Uniondale			
	431.385 (131	hone: 16-227-7088			
Double Ci					
Routing Slip	1	(Marie Salitation and American			
Bee'd. DEPARTMENT	Internal Verification DATE Appride SIC	NATURE Leg. Approval			
Department NI NI	FS Entry (Dept.) FS Appvl (Dept. Head)	Wolf -			
OMB	FS Approval	Yes No			
County Attorney CA	RE&I Verification				
County Attorney CA	Approval as to form	Yes No D			
Legislative Affairs Fiv	'd Original K to CA				
Rules [] / Leg. []					
County Comptroller NIF	S Approval				
	arization and with Clerk of the Leg.				

SUP SELID D 2:15

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PR5254 (8/03)

Contract ID#: COHS14-0000-97

# Contract Summary



Department: <u>Human Services</u>, <u>Office of Mental Health</u>, <u>Chemical Dependency & D.D. Services</u>

Description:	Water 1988	The state of the s		<del>""" - = 1.44   -   -   -     -                    </del>			AND THE COLUMN TWO IS NOT THE COLUMN TWO IS
Purpose: Enter into a short-term c	personal servi ounseling and	ces contract with a highly qu crisis intervention.	alified candidate to pr	ovide communi	ry resou	urces, referrals and linkages, ed	ducation, information.
P	distro to contra	s reflected in the addendu set that would not be avail ad by James Dolan.	m to Executive Ord able through the no	er #1, a selecti rmal channels	on pro	ocess was employed because candidate was selected from	the services being n various responses
Procurement July 17 -Au	History: This agust 15, 201	professional is a new rela 4.	tionship with the D	epartment. Av	vard w	vas based on job listing on A	Monster.com from
mounding to	contracts Retir	Isions: Provide 1920 billatiles. The candidate will state wait lists and other prog	y apprised of chang	es in commun	onsisti ity-bas	ng of preparing reports, uposed services, in peer-run and	late databases and I self-help
Impact on Fut	iding / Price Ar	nalysis: Reimbursement fo	r Behavioral Health	Hotline Coord	dinator	rat a rate of \$41,20 per hou	r.
Recommendati	ion: (approve s				Territorium gazaga gaza		
A	.dvisem	ient Informatio	on				
BUDGET	CODES	FUNDING SOURCE	AMOUNT	LINE	hiramain an an	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	XXXXXXX			A STATE OF THE PARTY OF THE PAR	\$
Control;	10	County	\$39,552.00	2			S
Resp:	1502	Federal	\$	3	HSGI	EN1502 – DE511	\$79,104,00
Object;	511	State	\$39,552.00	4	110 (11		\$79,104,00
Transaction:	109	Capital	S	5		William And Security Control of the	\$
Market Market Market State Control of the Control o		Other	\$	6	toring of the second second	All has been been been been been been been bee	
RENEW	AL.	TOTAI	\$79,104.00		·	T/17	\$
% Increase	Ö	Company of the Compan	total and a second			TOTA	L \$76,104.00
% Decrease		Document Prepared By:	Geri Appel			Date:	07/28/2016
Printed Same Commission of the	VIES Coudi	PUS of a at			The state of the s		
NIFS Certification  Learlify that this document was accepted into NIFS.			Comptroller Certification   certify that an unancumbated before sufficient to cover this contract is present in the appropriation to be charged.			County Executive A	pproval
Name			Name Date			- The state of the	
Date		Date	An give correction at A 445 first or approximately the contraction of	· · · · · · · · · · · · · · · · · · ·	**********************	(For Office Use O	nly)



# Nassau County Interim Finance Authority

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

ı. Vendorı	Richard Remauro - CLHS16000029
2. Dollar amount r	equiring NIFA approval: \$ 76,104.00
Amount to be en	cumbered: \$ 76,104.00
This is a	New Contract ✓ Advisement Amendment
If new contract - \$ am If advisement - NIFA	ount should be full amount of contract only needs to review if it is increasing funds above the amount previously approved by NIFA ount should be full amount of amendment only
3. Contract Term:	9/1/16 - 08/31/17
Has work or service	es on this contract commenced? Yes Yes No
If yes, please explai	in:
4. Funding Source:	
General Fund Capital Impro-	(GEN) Grant Fund (GRT)  vement Fund (CAP) Federal %  State % 50  County % 50
	r the full amount of the contract?  Yes No Yes Vo
Has the County Legisla	ture approved the borrowing?  Yes  No  N/A  Portowing for this contract?  Yes  No  N/A
Has NIFA approved the	e borrowing for this contract? Yes No V N/A
5. Provide a brief de	scription (4 to 5 sentences) of the item for which this approval is requested:
Provide profession education, inform	onal services that include providing community resources, referrals and linkages, eation, problem-solving, assessment, short-term counseling and crisis intervention.
i. Has the item requ	nested herein followed all proper procedures and thereby approved by the:
	rney as to form Yes No N/A mittee and/or Legislature Yes No N/A
Date of approval(	s) and citation to the resolution where approval for this item was provided:
Identify all contrac	cts (with dollar amounts) with this or an affiliated party within the prior 12 mont
CQHS1400009	7 \$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 know conformance with the Multi-Year Financial P	Nassau County Approved Budget :	formation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	onding for this contract has been app	oroved by NIFA.  ut the project requires NIFA bonding authorization  Date
~	11110	Date
Print Name	VIV. 47	
The second secon	NIFA	
Amount being approved	l 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 ("\sqrt{m}") 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].   [date]. The sealed bids were publicly opened on [date].   [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

The	contrac iant to s	it was or	renewal, ex riginally execu tract, or an au attached).	ited by Nas.	sau County or	i January 22	, 2015. Th ntract or F	is is a rene RFP (copies	wal or extension s of the relevant atered into
or the	e cont ved a s	ractor's atisfacto	performance	for any co i, the depart	ntract to be ment must ex	renewed or	extended.	If the cor	[describe ecent evaluation atractor has not nevertheless be
prop depa	osals	were	t to Execu solicited d describe	and rece	eived. The	attached	l memoi	randum	from the
	<b>A.</b> T	he cont	ract has been	awarded to	the proposer o	offering the l	lowest cost	t proposal;	OR:
	contr delin	act was cation o ior, and	ched memora awarded to o f the unique /or why the p	ther than the skills and e	e lowest-cost xperience, th	proposer. T e specific re	he attachn asons why	nent includ v a proposa	es a specific
mem	oranc	lum fi	to Execut com the do	epartmen	er No. 1 o t head exp	of 1993 a blains why	is amen y the de	ded, the partmen	attached at did not
	subm sole s obtain award propo	ource produced produced. If led to the sal, the	e only one or oposals. The revider of the two proposal he lowest cos proposer's un e most immed	nemorandur personal se s were obt at proposer, aique and s	m describes larvice needed ained, the more why the pecial experiences.	now the con or explains emorandum selected pro	tractor wa why only explains	s determin two propos that the c ered the hi	ed to be the cals could be contract was gher quality
	tedera	ıl or Ne	orandum exp w York Stat e attached).	lains that the grant, by	he contractor legislation o	's selection r by a cour	was dicta t order. (0	ted by the Copies of	terms of a the relevant
	requir	ed thi	-	Vew Yor, and t	k State ( he attached i	Office of	General	Services	s 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

# Exhibit A



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Electic ending on the date of this disclosure, o years prior to the date of this disclosure campaign committees of any of the fol- committees of any candidates for any of	icers of the vendor provided campaign contributions on Law in (a) the period beginning April 1, 2016 and r (b), beginning April 1, 2018, the period beginning two e and ending on the date of this disclosure, to the lowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County of the District Attorney, or any County Legislator?
No	
170	
	`
Vendor authorized as a signatory of the The undersigned affirms and so swears	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.  that he/she has read and understood the foregoing
statements and they are, to his/her know	/ledge, true and accurate.
The undersigned further certifies and af dentified above were made freely and vocanefit or in exchange for any benefit or	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental remuneration.
Dated: 7-18-2016	Vendor: RICHARIS REMAUKO
Sated: (   8 00/6	Signed: Rlemanno Print Name: Ricrupes Remarko
	Title: Luuc,

# Exhibit B



#### COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

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 elient 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
100 IV see
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
I VQ IV line
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:  \( \mathcal{N} \) \( \mathcal{N} \)
- V1 * ***

Page 2 of 4	
	and the state of the second second second
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	in the state of th
	·
Describe lobbying activity conducted, or to be conducted, in Nassau County, and	identify
lient(s) for each activity listed. See page 4 for a complete description of lobbying acti	ivities.
NONE	
	,
'	
The partie of paragone engaginations as a second section of the	,
The name of persons, organizations or governmental entities before whom the lobb spects to lobby:	byist
NONE	
	4.1.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1

employment, you must attach a copy of employment is oral, attach a written stat of retainer or employment does not cont have been authorized to lobby, separatel	such document; ar ement of the subst ain a signed autho y attach such a wr	ance thereof. If the written agreement rization from the client by whom you itten authorization from the client.
7. Has the lobbyist/lobbying organic contributions pursuant to the New York 2016 and ending on the date of this disclude beginning two years prior to the date of to the campaign committees of any of the campaign committees of any candidates the County Executive, the County Clerk, Legislator? If yes, to what campaign contributions of the campaign contributions of the county Executive, the County Clerk, Legislator? If yes, to what campaign contributions of the county Executive, the County Clerk, Legislator?	State Election Lav osure, or (b), begi this disclosure and e following Nassa for any of the follo the Comptroller,	nning April 1, 2018, the period ending on the date of this disclosure, u County elected officials or to the owing Nassau County elected offices:
	NONE	The second secon
I understand that copies of this Information Technology ("IT") to be pos	form will be sent ted on the County	to the Nassau County Department of 's website.
I also understand that upon term give written notice to the County Attorne	ination of retaine y within thirty (30	er, employment or designation I must )) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to	ns and so swears t his/her knowledge	hat he/she has read and understood e, true and accurate.
The undersigned further certifies and affi- listed above were made freely and withou benefit or in exchange for any benefit or i	<u>it duress, threat or </u>	bution(s) to the campaign committees any promise of a governmental
Dated: 7-18-16	Signed:	Rellemanns
	Print Name:	- KICHARD REMAUND
	Title:	TMMC

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" <u>does not include</u>: 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 KICHARD KEMAURO
	Date of birth
	Home address
	City/state/zip
	Business address SAME
	City/state/zipSAME
	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 SERVEE)
3,	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details. \( \textit{TVDIVIDUAL} \) CONTRACTOR
1,	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.	Section	any governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate 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 office.		
	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 _V 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 _V If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrophysical policy petition and/or been the subject of involuntary bankruptcy proceedings during set 7 years, and/or for any portion of the last 7 year period, been in a state of aptrophysical policy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and 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.
		In the past 10 years, have you been convicted, after trial or by plear of any felony, or of any other crime, an element of which relates to truthfulness of the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	е)	misdemeanor?  If Yes, provide details for each such conviction.
		TES NO IF res, 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 V If Yes, provide details for each such occurrence.
9,	years, investig subject for, or	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed in anti-tru includir	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a local owner or officer? YES NO If Yes; provide details for each such gation.
11.	respons proceed	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YESNOV If Yes; details for each such instance.
12.	applical	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO/ If Yes, provide details for each such

#### CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR F CONNECTION WITH THIS QUESTIONNAIRE MAY RES SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJETALSE STATEMENT TO CRIMINAL CHARGES.  I, KICHMAD KEMMUND, being duly sworn, stathe items contained in the foregoing pages of this question attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Coucircumstances occurring after the submission of this question contract; and that all information supplied by me is true information and belief. I understand that the County will requestionnaire as additional inducement to enter into a conentity.	ULT IN RENDERING THE WITH RESPECT TO THE PRESENT ECT THE PERSON MAKING THE  ate that I have read and understand all maire and the following pages of each Item therein to the best of my unty in writing of any change in tionnaire and before the execution of e to the best of my knowledge, ly on the information supplied in this
Sworn to before me this I May of July  Long Long Notary Public	BEATRICE W. CAMBRIDGE NOTARY PUBLIC, State of New YORS No. 4888611 Qualified in Nassau County Commission Expires July 28 187
Name of submitting business: RICHMAD  By: RICHMAD EMAND  Print name  Print name  CASE MANAGER - TREATMENT  Title  7/12/2016  Date	REMAURO Cours

A.	demor	e a resume or detailed description of the Proposer's professional qualifications, nstrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.	
	Should	the proposer be other than an individual the Proposal MUST include:	
	i)	Date of formation;	
	iŧ)	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.	
В.	Indicat	e number of years in business. 30 YEARS	
C.	Provide Propos	e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. L.M.NL. Sinc. 2006	
D.	SEE 'Resume  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.		
	Compa	IN NEW HORIZON COUNSEling CTR.	
	Contac	TAINOU RAMIOHN	
		s 720 2155 ST,	
	City/Sta	ate Brookyn, NY	
	Teleph	one 347-546-6323	
	Fax#_		
	E-Mail	Address	

Company	
Contact Person	
Address	
City/State	
Telephone	
Fax #	
E-Mail Address	
Company	
Contact Person_	-
Contact PersonAddress	
Contact Person  Address  City/State	
Contact Person  Address  City/State  Telephone	-
Contact Person  Address  City/State	-

#### 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. ICNARD SEMACRO, 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 V day of Tuly 2014

Notary Public

BEATRICE N. CAMBRIDGY
NOTARY PUBLIC, State of New York
NOTARY PUBLIC, State of New York
NOTARY PUBLIC, State of New York
No. 486811

Qualified in Nassau County
Commission Expires July 28 127.0 M
Commission Expires July 28 127.0 M
Signature

2 MHL.

Title

# 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 treatmen

- · 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.I.
- 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 LP.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 FEGS 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

EXECUTIVE SECRETARY LICENSEE/REGISTRANT This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is on original, not a copy. To verify that his registration certificate is valid or for more information please with www.ap.nysed.gov. stered to practice in New York State through 10/31/2017 as a(n)
MENTAL HEALTH COUNSELOR The University of the State of New York REGISTRATION CERTIFICATE Do not accept a copy of this certificate REMAURO RICHARD Office of the Professions Education Department Certificate Number: COMM SIONER OF EDUCATION DEPUTY COMMISSIONER FOR THE PROPESSIONS

#### **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).

Da	te: 7-18-20/6
1)	Proposer's Legal Name: RICHARN KEMANO
2)	Address of Place of Business:
Lis	t all other business addresses used within last five years: $\mathcal{NONE}$ ,
3)	Mailing Address (if different): SAME.
Ph	one
Do	es the business own or rent its facilities? <u>c/Es</u>
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
	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 No No No No
i t a F	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 nvestigation 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.
6 1 8	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 out 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 _v If Yes, provide details for each such investigation
h c	las any current or former director, owner or officer or managerial employee of this business ad, either before or during such person's employment, or since such employment if the harges pertained to events that allegedly occurred during the time of employment by the ubmitting 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
t	b) Any misdemeanor charge pending? Yes Nov 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 NoV 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 _V If Yes, provide details for each such occurrence.
respect t	ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No; If Yes, provide details for the instance.
pay any limited to such yea	past (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each ar. Provide a detailed response to all questions checked 'YES'. If you need more hotocopy the appropriate page and attach it to the questionnaire.
ovide a de otocopy th	tailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.
a)	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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.
a)	Please disclose any conflicts of interest as outlined below. NOTE: If no offlicts 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.
	Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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.  (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.

Rev. 3-2016

#### COUNTY OF NASSAU

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

1. Name of the Entity: RICHAN REMAURO	
Address:	
City, State and Zip Code:	
2. Entity's Vendor Identification Number:	
3. Type of Business:Public CorpPartnershipJoint Venture	
Ltd. Liability Co Closely Held Corp Other (specify) TND/V/OUAL  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	PERSON
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	
-	

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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

## Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.	
NONE	
	No Community (no advision) in the contract of
parameter and the state of the	
(c) List whether and where t Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
	NONE
	The second secon
	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	ears that he/she has read and understood the foregoing enowledge, true and accurate.
Dated: 7/18/16	Signed: Richard Romano
	Print Name: RICHARD REMALMO
	Title: L.M.HC CASE MANASON

#### 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 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.



JAMES R. DOLAN, IR., 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 Gery! Appel (4) the hand saucounty ny us. Thank you for your cooperation.

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

NASSAU COUNTY

lease sign in blue i	<u>nk</u> to indicate	e acceptance of the proposed extension of your contract as
dentified above:	•	and the same of th
	Signature:	Kichard Komann
	Title:	L. M.H.C CASE MANAGER
	Date:	· 13-16

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the V day of in the year 2011 before me personally came x Rich falls Remotors to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is the of, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC  Sommission Expires July 28, 12  4 ) 5
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the
NOTADY DIDIIC

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 :

INDEX

FISCAL MOTYEAR

: 07 2016 JULY 2016 : HSGEN1502

ORGANIZATION

MENTAL HEALTH COURT SERVICES

CHARAC / OBJECT FOTP FUND SEND

: E20 DE

CONTRACTUAL SERVICES

PROJECT PROJ DTL GRANT

GRANT DTL ; UCODE/ORD#/DRC

S SUBOBJ DESCRIPTION BUDGET ACTUAL ENCUMBERED BALANCE DE500 MISCELLANEOUS CONT 350,000 350,000 122,307 350,940 DE511 PROGRAM AGENCIES 818,000

MEDICAL/PSYCHIATRI DE524 EXPENDITURE TOTAL 823,247

-778,640 82,947 39,473 122, 193 -739,167

189,274 205,141 1,357,274

F1-HELP

F2-SELECT F7-PRIOR PG F8-NEXT PG F4-PRIOR

F5-NEXT

GO14 - RECORD FOUND

F9-LINK

RICHARD REMAURO			
		7/27/16	198 50-7385/2214
PAY TO THE TREASURE	2 OF NASSA	U COUNTY S	7 266°
Bethpage 2	t and su	thy - syk Doil	
Federal Credit Union Bethpage yow York 11710		2,3	
ros - Connect fee	BRUTANOIG	Nichard Kan	maury

Date: 7/26/16 Initials: MICHELE Account Number: NY REMR 2260

#### 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	Effective	Expiration	Limits of
	Number	Date	Date	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 INSUREDS WITH RESPECT TO CIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: RICHARD REMAURO

Address:

AutKorized Representative

APA 00138 00 (06/2014)

Contract ID#: 06000052 11



Department: Parks. Rec & Museums

Service: Landmark Unit Administration

Amendment #8 Extend Term

Existing Term: Oct 2006 to Dec 31,2016

Contract Details	•	
NIFS ID #CLPK :NIFS I	Original Entry Date: 8/19/16 Commencement Date: 1	0/2006 -10/2016
New Renewal	1) Mandated Program:	Yes 🔲 No 🗵
Amendment 🗵	2) Comptroller Approval Form Attached:	Yes No 🗵
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🔲 No 🖾
Blanket Resolution RES#	5) Insurance Required	Yes No Z
Agency Information		r-

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

EH	een Krien, CSR	( 1 Jan 191	(629	Date	7
ZDATE (	DEPAREMENT	Internal Verification	DATE Apprelicul Belleti	SIGNATURE	Leg. Approval Required
W 945	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	B 8/19/1	woh Del	
8/25/16	OMB	NIFS Approval (Contractor Registered)	8/25/16	MKW-	Yes No Not required if blanket resolution
shallh	County Attorney	CA RE & Insurance Verification	1 3 /3 /C	D-	
83211	County Attorney	CA Approval as to form	Ø8(30)(6	10	Yés No 💷
36 160	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval		60 € d 6	
	Comptroller	NIFS Approval		. FWNIVIKIARE:	
	County Executive	Notarization Filed with Clerk of the Leg.	3/1/6	Edut of WINDOWN	ASSAN AS 19



# Contract Summary

business purpo has fallen to the signed use and	oses. These prop le County when loccupancy agre	as certain properties I perties were formerly Friends dissolved. M eements with Friends y. In addition, the Co	manage lany of t in the p	ed by Friend of L these properties hast. The County	ong Island's H nave been occu wishes to allo	eritage (he pied for ye w individus	reinafter, "Frier ars and are still als to use these	nds"). However the occupied by person occupied by person occupies as resident	ons who have
Purpose; The	purpose is to ex	ktend the term of the	existing	contract for an a	ndditional 2 mo	onths until t	he end of Dece	mber 2016	
had several am	ocurement: S& endments. A ne te the approval	D was procured inition Request for Proportion Procedure.	ally via sals has	a Request for Probeen issued and	pposals issued pending evalu	Dec 15, 20 ation. Duri	05. The presen	t Contract no. CQI	PK0600005 has being extended
Procurement	History: see ab	ove Method of Procu	rement.						
Change in Co		nalysis: The amendor Procurement: n/		nas no impact or	n Funding, n/	2			
Advisen	nent Inf	ormation	· • · · · · · · · · · · · · · · · · · ·						
BUDGET C	ODES :	FUNDING SOU	RCE	AMOUNT	EIN	RES TOTAL	INDEX/OBJE	CTCODE	AMOUNT
Fund:	Pkgen 1100	Revenue Contract		\$ 423,500	1	alco	ion 1100.	desou	<b>\$</b> 423,500
Control:		County		\$	2	-   1	<u>                                     </u>		\$
Resp:		Federal		\$	3				\$
Object:de	500	State		\$	4				\$
Transaction:		Capital		\$	5				\$
growing C.C. The company on the state of the	C. Landau Mariana (Adda)	Other GRANT	. <u>.</u>	\$	6				\$
RENEW	AL SECTION	T	OTAL	\$ 423,500				TOTAL	\$ 423,500
% Increase % Decrease		Document Prepared B	y: <u>L.</u>	Rosenthal	,	-		Date: 8	/16/16
	NIFS Certifica	tion — — — — — — — — — — — — — — — — — — —	Veglus vulkula s	Compression	r Ceriffication			funty Executive Appr	
	that this document was a			that an unencumbered bal	ance sufficient to cover		Name	1 \$111	7
Name			Name	hreacht in ore abbu	opriation to be charged.		Date 9	12/16	<b>f</b>
Date			Date				E#:	(For Office Use Only)	



# Nassau County Interim Finance Authority

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

1. Vendor:	Smith & DeGroat Real E	state	***		
2. Dollar amount	requiring NIFA approval: \$	423,500			;
Amount to be	encumbered: \$ 423,500		•	•	
This is a	New Contract Advise	ement 🗸 An	nendment		
If advisement - NIF	mount should be full amount of cont A only needs to review if it is increas nount should be full amount of amer	sing funds above t	the amount previo	ously approved	d by NIFA
3. Contract Term	: 10/2006-12/2016	_			
Has work or serv	rices on this contract commenced?	Yes	✓ No	)	
If yes, please exp	lain:		**************************************		
4. Funding Sourc	e <b>:</b>				
✓ General Fur Capital Imp Other	nd (GEN) rovement Fund (CAP)	Grant Fund (GF	RT) Federal % State % County %		
is the cash available	for the full amount of the contract?		Voc	ΝTο	
	ruire a future borrowing?		_ Yes _ Yes	No No	
Has the County Legi	slature 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) o	of the item for s	which this appro		
The purpose until the end	e is to extend the term of the of December, 2016.	e existing co	ntract for an a	idditional 2	2 months
6. Has the item re	equested herein followed all pro	oper procedure	es and thereby a	approved by	the:
Nassau County A	ttorney as to form ommittee and/or Legislature	_ Yes	No N/A	7	
Date of approv	al(s) and citation to the resolut	tion where app	roval for this ite	em was prov	vided:
	A				
. Identify all cont	tracts (with dollar amounts) wi	th this or an af	filiated party w	ithin the pri	ior 12 month
					;

#### 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.

Lower	in the	8/28/16
Signature	Title	Date
Print Name		
rim Name		
	COMPTROLLER'S	OFFICE
To the best of my knowl conformance with the N Multi-Year Financial Pla	assau County Approved Budget a	rmation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	se check the correct response:	
I certify that the f	unds are available to be encumbe	red pending NIFA approval of this contract.
If this is a capital projec	::	
I certify that the bo	nding for this contract has been appr	
Budget is available	and funds have been encumbered bu	t the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	PATER A STATE OF THE STATE OF T
Amount being approved	by NIFA:	_
Signature	Title	Date
Print Name		
		the Countrie over routing elim assument

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.

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 evalutation 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 ("\sum") 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
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
inewspaper], 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
anking, 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.

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

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

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

IX. 

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

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

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

Department Head Signature

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

pursuant to the ending on the years prior to t campaign com committees of	New York State Elect date of this disclosure, he date of this disclosu mittees of any of the fo any candidates for any	fficers of the vendor provided campaign contributions ion Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two are and ending on the date of this disclosure, to the collowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County appropriate the District Attorney, or any County Legislator?
	campaign committee?	inputioner, the District Attorney, or any County Legislator?
None.		
:		
1		
	<del>.</del>	
Vendor author: The undersignestatements and	ized as a signatory of the ed affirms and so swear they are, to his/her kno	ust be signed by a principal of the consultant, contractor or the firm for the purpose of executing Contracts.  It is that he/she has read and understood the foregoing owledge, true and accurate.
<u>identified abov</u>	<u>e were made freely and</u>	affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental
benefit or in ex	change for any benefit	or remuneration.
Dated: <u>August</u>	11, 2016	Vendor: Smith & Drake Realty Corp.  DBA Smith & DeGroat Real Estate  Signed: Signed: Smith
		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. 2.	Principal Name Matthew L. Smith  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.	orga	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? NO YES _X_; If Yes, provide ils. 24% Ownership in Standard Valuation Services.
6.	the pa	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? NO YES X If Yes, provide . Villages of Mineola, Williston Park, East Rockaway, Floral Park, Island Park, Roslyn, Roslyn Estates. City of New York, NYS DOT Region 10/11. IRS.
N(	OTE: A	n affirmative answer is required below whether the sanction arose automatically, by operation of
lav	v. or as	a result of any action taken by a government agency.
Pr.	ovide å	detailed response to all questions checked "YES". If you need more space, photocopy the
ap.	propriat	e page and attach it to the questionnaire.
-	T .1	. (5) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
/.	In the	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in
	Sectio:	n 5 in which you have been a principal owner or officer:
	ř	
	a	Been debarred by any government agency from entering into contracts with that agency? NO $\underline{X}$ YES If Yes, provide details for each such instance.
	,	
	b;	Been declared in default and/or terminated for cause on any contract, and/or had any contracte
		cancelled for cause? NO X YES If Yes, provide details for each such instance.
	ţ	
	с.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but
		not limited to, failure to meet pre-qualification standards? NO X YES If Yes,
		provide details for each such instance.
	i	provide details for each such histance.
	1	
	a.	Been suspended by any government agency from entering into any contract with it; and/or is
		any action pending that could formally debar or otherwise affect such business's ability to bid
		or propose on contract? NO X YES If Yes, provide details for each such instance.
3.	Have a	my of the businesses or organizations listed in response to Question 5 filed a bankruptcy
	petitio	n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or
	for any	portion of the last 7 year pariod been in a state of healtweeters are result of 1
	ioi aiiy	portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy
	procee	dings initiated more than 7 years ago and/or is any such business now the subject of any
	pendin	g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance.
	(Provi	de a detailed response to all questions checked "YES". If you need more space, photocopy the
	approp	riate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO X YES If Yes, provide details
		for each such charge.
		rot oden suen endige.
	1.3	Tadaman 1.1 to the same and the
	b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide
		details for each such charge.
	c)	Is there any administrative charge pending against you? NO X YES If Yes, provide
		details for each such charge.

	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES If Yes, provide details for each such conviction.
	<b>f)</b>	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.	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? NO X YES If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  YES If Yes; provide details for each such investigation.
l 1	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? NO X YES If Yes; provide details for each such instance.
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? 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	s of this questionnaire and the following pages of attachments; that I
supplied full and complete answ	ers to each item therein to the best of my knowledge, information and
belief; that I will notify the Cour	nty 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 bes	t of my knowledge, information and belief. I understand that the County
will rely on the information supp	olied in this questionnaire as additional inducement to enter into a contract
with the submitting business ent	ity.

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, 20 1

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	e: August 11, 2016
1) I	Proposer's Legal Name: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate
2) 1	Address of Place of Business: 27 East Jericho Turnpike, Mineola, NY 11501
	all other business addresses used within last five years: Veterans Memorial Highway, Suite 530, Hauppauge, NY 11788
3) I	Mailing Address (if different):
Pho	ne <u>; 516-248-6905</u>
Doe	s the business own or rent its facilities? Rent
4) ]	Oun and Bradstreet number: 064744147
5) 1	Federal I.D. Number: 02-0763626
	The proposer is a (check one): Sole Proprietorship Partnership _X Corporation  Other (Describe)
	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.
-	
	Does this business control one or more other businesses? Yes No _X If Yes, please provide details:

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

	conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No X Yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes If Yes, provide details for each such occurrence
had any s	t (5) years, has this business or any of its owners or officers, or any other affiliated business anction imposed as a result of judicial or administrative proceedings with respect to any all license held? No X Yes; If Yes, provide details for each such instance
applicable sewer cha response t	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water and rges? No X Yes If Yes, provide details for each such year. Provide a detailed o all questions checked 'YES'. If you need more space, photocopy the appropriate page and o the questionnaire
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict o a) <b>plea</b>	f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist se expressly state "No conflicts 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 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.
	140 COTHICLS GAIST.

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
- 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 Name, address and position of all officers and directors of the company; Matthew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746 State of incorporation (if applicable); New York
- iii)

- iv)
- The number of employees in the firm; 18 v) 📒
- 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 <u>516-627-6433</u>
Fax # 516-627-8476
E-Mail Address sraineynhha@optonline.net
and the office of the second of the second of the property of the second second of the
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	<del></del>
Company Town of North Hempstead	
Company Town of North Hempstead	
Company Town of North Hempstead  Contact Person Michael J. Kelly, Deputy Town Attorney	
Contact Person Michael J. Kelly, Deputy Town Attorney	
Contact Person Michael J. Kelly, Deputy Town Attorney  Address 220 Plandome Road	*****
Contact Person Michael J. Kelly, Deputy Town Attorney	
Contact Person Michael J. Kelly, Deputy Town Attorney  Address 220 Plandome Road  City/State Manhasset, NY 11030	
Contact Person Michael J. Kelly, Deputy Town Attorney  Address 220 Plandome Road	
Contact Person Michael J. Kelly, Deputy Town Attorney  Address 220 Plandome Road  City/State Manhasset, NY 11030	
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	
Contact Person Michael J. Kelly, Deputy Town Attorney  Address 220 Plandome Road  City/State Manhasset, NY 11030  Telephone 516-869-7695	

# CERTIFICATION

/ 11 / 2016

QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	FRAUDULENTLY MADE IN CONNECTION WITH THIS JBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH ID, IN ADDITION, MAY SUBJECT THE PERSON MAKING
contained in the foregoing pages of this questionnaire supplied full and complete answers to each item there belief; that I will notify the County in writing of any submission of this questionnaire and before the execusion supplied by me is true to the best of my knowledge, i	ein to the best of my knowledge, information and change in circumstances occurring after the ution of the contract; and that all information
Sworn to before me this 11th day of August	20 <u>16</u>
Neal D Peypien	NEAL D. PEYSNER NOTARY PUBLIC-STATE OF NEW YORK NO. 01PE4948197
Notary Public	Qualified in Nassau County  My Commission Expires March 06, 20
Name of submitting business: Smith & Drake Realty C	Corp. DBA Smith & DeGroat Real Estate
By: Matthew L. Smith  Print name	
Signature	
President	
Title	

### 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: 02-076362
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability Co _X _Closely Held CorpOther (specify)
Joint if nec	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties of Ventures, and all members and officers of limited liability companies (attach additional sheets essary):  atthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746
	Comment of deficie obdit, DixTinis, NT 11740
<del></del>	
<del></del>	
held (	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.  thew L. Smith - 3 Fathers Court, Dix Hills, NY 11746
77744	NOW 2. OF THE OF GREEN DIX THIRD, THE FIT TO

	\$ · · · · · · · · · · · · · · · · · · ·
subsi be up	List all affiliated and related companies and their relationship to the firm entered on line ove (if none, enter "None"). Attach a separate disclosure form for each affiliated or diary company that may take part in the performance of this contract. Such disclosure shall edated to include affiliated or subsidiary companies not previously disclosed that participate e performance of the contract.
Star	ndard Valuation Services - 24% Ownership by Matthew L. Smith
-	
empleits ag limite matte prope office	List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, bid, etc.). The term "lobbyist" means any and every person or organization retained, oyed or designated by any client to influence - or promote a matter before - Nassau County, gencies, boards, commissions, department heads, legislators or committees, including but not ed to the Open Space and Parks Advisory Committee and Planning Commission. Such ers include, but are not limited to, requests for proposals, development or improvement of real erty subject to County regulation, procurements. The term "lobbyist" does not include any er, director, trustee, employee, counsel or agent of the County of Nassau, or State of York, when discharging his or her official duties.
(a)	Name, title, business address and telephone number of lobbyist(s):
Nor	ne.

None.	
1	,
1.:	
lassau County, N	st whether and where the person/organization is registered as a lobbyist (e.g. ew York State):
None.	
i -	
ontractor or Ven The undersigned	ATION: This section must be signed by a principal of the consultant, dor authorized as a signatory of the firm for the purpose of executing Contractifirms and so swears that he/she has read and understood the foregoing by are, to his/her knowledge, true and accurate.
ated: August 11	2016 Signed:
rint Name:_Matt	ew I Smith
riiit Name; wat	GW L. OTHER
itle: <u>President</u>	

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").

#### WITNESSETH:

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)."

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 REALTT CORP 0/0/a SMITH &
DEGROAT REAL ESTATE
Ву:
Name: Matthew L: Smith
Fitle: <u>President</u>
2-1 1
Date: <u>August 2, 2016</u>
NASSAU COUNTY
_
Ву:
Name: Title:
ilue.

PLEASE EXECUTE IN <u>BLUE</u> INK

Date:

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
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.
NOTARY PUBLIC  MARTIN I. SCHACKNER  Jotary Public, State of New York  No. 01SC4773475  Qualified in Suffolk County  Commission Expires, May 31, 20
STATE OF NEW YORK) )ss.:
COUNTY OF NASSAU )
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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.
NOTARY PUBLIC

		Proposer's		1	1	
, · ·		Monthly	Capital Reserve	Monthly Net		
		Percentage	Repairs	Revenue to		
<b>)</b>	Projected		Maintenance	the County		
Property Name	U&O Fee		and Insurance	(Percentage)	SD	COUNTY
Cedamare Preserve-Main House	\$0	20%	40%	40%	\$0	30
Cedamare Preserve-Unit #1	\$!,550	20%	80%	0%	10	\$0
Lannin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preservs-Cottoge	\$800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main House	\$3,000	20%	40%	40%	\$600	\$1,200
Fruggies Fanns House	\$2,250	20%	40%	40%	\$450	\$900
Jericko Preserve-Carriage Barn	\$1,850	20%	40%	40%	\$370	\$740
Jericho Preserve-Chesire House	\$4,000	20%	40%	40%	0082	\$1,600
Jericho Proserve-Farmiane Cottage (	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Fonniane Cottage 2	\$1,150	20%	40%	. 40%	\$230	\$460
Jericho Preserve-Elias Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Fannlane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestend	\$2,500	20%	40%	40%	\$500	\$1,000
Jeticho Preserve-Malcolm House	\$0	20%	40%	40%	\$0	\$(
Muttontown-Barnswallow Carriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Mutteratova-Chelsea Caretaket	\$800	20%	40%	. 40%	\$160	\$320
Muttontown-Chelsea Garage Apartment	\$1,700	20%	40%	.40%	\$340	\$680
Muttantown-Grelsen Lodge Gatebouse	\$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%	\$/80	\$360
Muttantown-Noseau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$800
Muttontown-Nassau Hali Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$76
Muttanwtown-Nassau Hall Apanment 1	\$3,000	20%	40%	40%	\$600	\$1,20
Muttonytown-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$270	\$54
Muttonwtown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$46
Muttonwtown-Nassau Hall Horse Stable	\$1,000	20%	40%	40%	\$200	\$40
Muttantovan-Chelsea Office 2nd and 3rd Floor	\$1,250	20%	40%	40%	\$250	\$50
Old Mill Forms Tudor	\$7,505	20%	40%	40%	\$1,501	\$3,00
Old Mill Farms Cape House	\$2,500	. 20%	6 40%	40%	\$500	\$1,00
Sands Paint-Bowing Alley I	\$1,650	20%	6 40%	40%	\$330	\$66
Sande Point-Bowling Alley 2	\$1,400	20%	6 40%	40%	\$280	\$56
Sands Point-Captain's Quarters	\$2,800	20%	40%	40%	\$560	\$1,12
Sands Point-Caretaker	\$2,500	207	6 40%	40%	\$500	\$1,00
Sands Point-Garage Apartment	\$1,700	207	6 40%	40%	.\$340	\$68
Sands Point-Lane Ladge	\$3,000	209	6 409	409	\$600	\$1,20
Sands Point-Lane Lodge 2	\$2,250	203	6 409	409	\$450	\$90
Sands Point-Lane Lodge 3	\$2,000	20%	409	409	\$ \$400	\$8
Sands Point-Mille Fleur	\$6,600	205	% 40%	6 407	\$1,320	\$2,6
Sands Point-Superintnedants's Quarters	\$2,800	209	% 40%	6 40%	\$ \$560	\$1,1
Shottuck Preserve	\$0	<u>. I</u>	% 40°	405	\$ \$0	7
Smithers Estate	\$3,500	20	% 405	403	\$700	\$1,4
Tackapusah Preserve	\$1,500		% 405	% 40°	% \$300	\$6
Tiffony Creek Preserve	\$3,750	<del>_</del>		% 40	% ±750	\$1,5
	\$1,650				% £33	j \$6
Trout Lake			7	!		
Trout Lake Wellwyn Preserve	\$1,300	20	% 40	% 40	% \$26	0 \$5

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# ontract ID# COFKSGO052-0,



Department: PARKS, REC. & MUSEUMS

Contract Details

E-117-06 SERVICE Museum Landmark Units Mgmt

New X Renewal		1) Mandated Program:	Yes	(No)
Amendment		2) Comptroller Approval Form Attached:	Yes	No
Time Extension		3) CSEA Agreement § 32 Compliance Attached:	Yes)	No
Addl. Funds	\	4) Vendor Ownership & Mgmt. Disclosure Attached:	(Yes)	No
Blanket Resolution RES#		5) Insurance Required	Yes	No

Vendor						
Name Smith & Drake Realty Corp. d/b. DeGroat Real Estate	/a Smith &	020763626-01				
Address 27 East Jerich o Tumpike		Contact Person				
Mineola, NY 11501		Marty Schackner				
	•	Phone 455-7778				
1						

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

Routing Slip
Jose L. Lopez, Commissioner Deidra Clark-Towers, DC

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd,	SIGNATURE	Leg. Approval Required
(u)	5/9/2006 Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	数学	John of	
	SEE ATTACHED PRINTENT-	Contractor Registered YES		U	
8 190	ОМВ	NIFS Approval (Contractor Registered)	X diolos	Je	Yes No No Not required if blanket resolution
Didde	County Attorney	CA RE & Insurance Verification	D 8/1/00	a. amato	
	County Attorney	CA Approval as to form	X 8/8/02	m 82	Yes No 🗌
	Legislative Affairs	Fw'd Original Contract to CA	S/4/6	W. Gothiel,	
	County Attorney	NIFS Approval	1 9/16	Glill City	
	Comptroller	NIFS Approval	10/6 /pg	ARex	
	County Executive	Notarization Filed with Clerk of the Leg.	=10/10 J	Mul	

OMRACT SUM	1 <i>MARY</i> <sub>ID#:</sub> <u>C</u> RPK860000 5				
<b>^</b>	7		D	epartment: <u>lexbs, Pecreal</u> + Micsleims	teors
excitton tuperty	Mynt of Landmark Un	10 9 AV	85H-KII		
establish market rates	for license fees with Cour	ect fees at Landri ity approval, and	locate and p	and needed maintenance and i lace new residents.	mprovements,
Method of Procurem	nent: RFP issued on Decer	mber 15, 2005.		444	****
		·			
Procurement Histor	y: Five (5) written proposa	ls received. Com	tract awarded	l to lowest bidder.	
; ; ;					
Description of Gener	al Provisions: The Proper	rty Manager will	receive a per	rcentage of the increased licer	nse fee and fund
all repair and improve	ement as shown on Append	iix A & C.			
•					
<u>.</u>	<b>:</b>				
Impact on Funding / improvements.	Price Analysis: Minimun	n of \$1,690,220 1	evenue over	five year term and \$570,000	in much needed
‡ -					
i s S	***				
Change in Contract	from Prior Procurement	• NI A			
i .	TOM THOU HOUR CHICHE	. 1421			
7	as submitted)				
Advisement li					· · · · · · · · · · · · · · · · · · ·
BUDGET CODES	FUNDING SOURCE	AMOUNT	T TATE	INDEX (OBTEOE CODE	A MONTH
Fund: CPF	Revenue Contract	XXXXXXX	LINE 1	PKCPFILOO DESOO	\$ AMOUNT
Control: PK	County	\$ ,0/	2	PRCPF1100 DESUG	\$ ,O,
Resp: ///00	Federal	\$	3		\$
Object: 500	State	\$	4		\$
Transaction:	Capital	\$	5	. 1	\$
	Other	\$	. nodien	1)1/2/2/1/000	\$
RENEWAL	TOTAL	\$ ,01	7 15 15 15 15 15 15 15 15 15 15 15 15 15	TOT	AL \$ ,0/
% Increase	<u> </u>		THEFTRANC	E SECTION TO	101
% Decrease	Document Prepared By:	nick The	INSTIRANC	SUBJECT FOLLOW.  1N5 TA POLLOW.  Date:	8/8/2006
NIFS Cert		Comptroller Co	stificațión	County Executive	Approval
Name O of	was accepted into NIFS. I certif	y that an unencumbered balance present in the appropriet	sufficient to cover this cor ion to be charged.	ntract is Namy	
Date	Bob	mff	<u> </u>	10-10-000 (For Office Use	G Onbul
10 4	106	-	//	E#:	Gusy)
	420			· ·	

#### 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

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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.

# 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. <u>Licensing Commissions</u>-

- (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.

# (a) <u>Licensing Services of the Contractor</u>

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

9.

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. <u>Independent Contractor</u>.

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. <u>Indemnification</u>; <u>Defense</u>; 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

(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) <u>Time Limitation</u>. 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: Motthew Smith

Title: Pres

Date: Aggust 7, 2006

NASSAU COUNTY

Name: Christopher M. Hahn

Title: Deputy County Executive

Date: 10-10-006

PLEASE EXECUTE IN BLUE INK

·	
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the May of Mgus in the year 200 b before me personally can to me personally known, who, being by me duly sworn, did do and say that he or she resides in the County of Surfolk; that he or she is the and which executed the above instrument; and that he or she signed his or her name thereto authority of the board of directors of said corporation.	ne epose herein by
NOTARY PUBLIC  Notary Public, State of New York  No. 02B04755364  Qualified in Nassau County  Commission Expires September 30,	
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the 10th day of October in the year 2006 before me personally contributed in the many to me personally known, who, being by me duly sworn, did and say that he or she resides in the County of Luffeld; that he or she is a Dep County Executive of the County of Nassau, the municipal corporation described herein a which executed the above instrument; and that he or she signed his or her name thereto p to Section 205 of the County Government Law of Nassau County.	uty nd
Barbara Concey NOTARY PUBLIC	

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2002

Howard S. Weitzman Comptroller



# OFFICE OF THE COMPTROLLER 240 Old Country Road

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: Sneth + Drake Rally Corp dea Smith + Dellroat Reel Es
CONTRACTOR ADDRESS: 278 Joucho Joke, Menerla, ny 11501
FEDERAL TAX ID #: 020763626
Instructions: Please check the appropriate box ("\sum") 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].   [date]. The sealed bids were publicly opened on sealed bids were received and opened.   [date]. [#] of
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
[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. XTI	nis is a renewal, extension or amendment of an existing contract.
(copies after L	cet was originally executed by Nassau County on
co ine	lowest bidder,
received a	Idescribe [describe] Int method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation tractor's performance for any contract to be renewed or extended. If the contractor has not satisfactory evaluation, the department must explain why the contractor should nevertheless be continue to contract with the county.
hi ahasan	ursuant to Executive Order No. 1 of 1993, as amended, at least three series were solicited and received. The attached memorandum from the ent head describes the proposals received, along with the cost of each
□ A.	The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. condeli	The attached memorandum contains a detailed explanation as to the reason(s)why the tract was awarded to other than the lowest-cost proposer. The attachment includes a specific neation of the unique skills and experience, the specific reasons why a proposal is deemed prior, and/or why the proposer has been judged to be able to perform more quickly than other possers.
memorali	rsuant to Executive Order No. 1 of 1993 as amended, the attached dum from the department head explains why the department did not least three proposals.
sole obta awar prop	There are only one or two providers of the services sought or less than three providers nitted proposals. The memorandum describes how the contractor was determined to be the source provider of the personal service needed or explains why only two proposals could be ined. If two proposals were obtained, the memorandum explains that the contract was ded to the lowest cost proposer, or why the selected proposer offered the higher quality osal, the proposer's unique and special experience, skill, or expertise, or its availability to orm in the most immediate and timely manner.
10401	The memorandum explains that the contractor's selection was dictated by the terms of a rail or New York State grant, by legislation or by a court order. (Copies of the relevant ments are attached).
no	ursuant to General Municipal Law Section 104, the department is purchasing the services red through a New York State Office of General Services contract, and the attached memorandum explains how the purchase is not the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section required through an inter-municipal agreement.	119-0,	the	department	is	purchasing	the	services

VI. 

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

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

VII. 

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

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

Ma 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.

NOTE: Any information requested above, or in the exhibit below, may be included in the county's

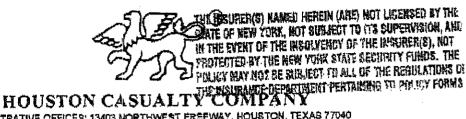
COMMUSSIONER

Department Head Signature

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

"staff summary" form in lieu of a separate memorandum.

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ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

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

Broker No.:

9993218

No.: Renewal of:

H706-15857

PROFESSIONAL LIABILITY CONSULTING SVCs.

NEW

ir meti

Named insured: SMITH & DRAKE REALTY CORP. DRA SMITH &

DEGROAT REAL ESTATE

item 2. Address: 27 E. JERICHO TURNPIKE

MINEOLA. NY 11501

Named Insured's Profession: See Endorsement # 1, E32 Hern 3.

Limit of Liability: \$ item 4.

1,000,000

Each Claim and in the Aggregate

including Claim Expenses.

Deductible: Item 5.

S

2,500

Each Claim Including Claim Expenses...

Item 6.

Notice of Claim to:

PIA, Director of Claims

37 Radio Circle Drive, Mount Kisco, NY10549

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%

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

This Policy has been signed at

Dated

Upper Saddle River, NJ

9/15/06

R.PM

FAML4010 V4.2 

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

08/24/2016 11:36 AM

DOCUMENT CATEGORY
ENTERED BY
CL CONTRACT INCREASE /CHANGE TERMS
BUFFOLINO, PATTI 2-0240

CLPK16000005
INITIATING DEPT : PK
INPUT PERIOD (MM YYYY)
O8 2016 AUGUST
VENDOR NUMBER / SUFFIX
CO20763626 01
VENDOR NAME
SMITH & DRAKE REALTY CORP
VENDOR ADDRESS
SMITH & DRAKE REALTY CORP

MINEOLA

COUNTRY

: USA : SMITH & DRAKE REALTY CORP ALPHA VENDOR

BANK NUMBER TREAS NO

DUE DATE SINGLE CHECK 423,500.00 CURRENCY CODE : DOCUMENT AMOUNT

NUMBER OF LINES RESPONSIBLE UNIT :

TRANSACTION CODE HASH

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F7-VIEW DOC F8-SUBMIT

G014 - RECORD FOUND

NOTEPAD (Y OR N) : N

NY 11501

F10-SAVE

F6-DTL ENTRY

F12-ADL FCTNS

#### NIFS PRODUCTION SYSTEM OTHER DOCUMENTS

08/24/2016 11:36 AM

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

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT

DOCUMENT REF : CQPK06000052 11 INV

TRANS DESC. : AMEND TERM TO OCT 2006 TO DEC 31, 2016

TRANS AMOUNT : 423,500.00 TRANS NET AMT :

INDEX : PKGEN1100 ADMINISTRATION

SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV

UCODE/ORD#/DRC : INVDT:

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

08/25/2016 2:31 PM

LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

ACTIVE

BALANCE (Y,M,Q,A) : FISCAL MO/YEAR :

08 2016 AUG 2016

X

**INDEX** 

ORGANIZATION

PK10

**ADMINISTRATION** 

CHARAC / OBJECT FOTP FUND SEND

GF GEN GEN

PROJECT PROJ DTL

GRANT GRANT DTL:

UCODE/ORD#/DRC

GENERAL FUND

		· ·			
	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DE C	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

F4-PRIOR F5-NEXT

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FAML6160 V4.2

LINK TO: ACTIVE

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

08/25/2016 2:32 PM

FISCAL MO/YEAR: 08 2016
VENDOR NUMBER: 020763626
VENDOR ALPHA: SMITH & DRAKE REALTY CORP

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GO14 - RECORD FOUND

#### AMENDMENT NO. 1

AMENDMENT, dated as of <u>January 31, 2007</u> (together with the appendices attached hereto, this "<u>Amendment</u>"), 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 1<sup>st</sup> Floor, Chelsea Wing Studio, Chelsea Servant's Wing and Eldersfields Preserve Main House.
- 2. <u>Full Force and Effect</u>. 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

Name: Matthew L. Snith
Title: President
Date: 1-31-07

NASSAU COUNTY

3y:<u>\</u>

Name: Deter CerbAsi

Title: Deputy County Executive

Date: 71

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) )ss.: COUNTY OF NASSAU) On the 31<sup>31</sup> day of TAWWARY 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. NEAL D. PEYSNER NOTARY PUBLIC NOTARY PUBLIC, State of New York No. 4948197 Qualified in Nassau County Commission Expires March 6, Zoo7 STATE OF NEW YORK) COUNTY OF NASSAU) On the 2/ day of Februar in the year 2007 before me personally came Petro Subari 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. *L*AMES G. CULLING

ABY ARY PUBLIC, State of New Yor No. 4881903 Qualified in Nassau County Commission Expires Dec. 29, 02010

# 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.

<u>Elderfields Preserve Project</u>- 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.

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					Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee		Investment Percentage	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	\$750	25%	%8	%19
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5. bath, living room, foyer, family room	226\$	226\$	25%	8%	929
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	%19
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	%29
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%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$5,624	15%	8%	%11
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%
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
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Sands Point Park &	95 Middle Neck	No dining room			•		
90	Road, Port	2.5 bedrooms		į.			
···	Washington ·	1 bath	\$724	\$724	25%	8%	9,29
		Living room					
Sands Point Park &	95 Middle Neck	Dining room					•
Preserve (Lane Lodge -	Road, Port	2.5 bedrooms					
	Washington	1.5 baths	\$633	\$633	25%	75%	%0
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REVISED
APPENDIX A

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	Jericho Historic Preserve	Jericho						
<u>ت</u>	(Elias Hicks House)	Tumpike,	2865 square feet	64 664	£ 66.4	/800	60	7007
		OFFICE OFFI	o Dedicadii ilaasa	000	50.19	20/02	070	12/0
7		1816 Old	z bedrooms, 1					
		Jericho	bath, living room,			-		
ユミ	Jericho Historic Preserve (Carriade Barn)	l umpike, Jericho	Kitchen, dinette & 2 1/2 garage	\$586	\$1,500	25%	%8	%19
1	,		9 bedrooms, 5					
2			1/2 baths, foyer,					
			living room,					
		35 Old Jericho	kitchen, family					
<u> </u>	Jericho Historic Preserve	Tumpike	room and laundry	1			ì	I
<u> </u>	(Dr. S. Carl Homestead)	Jericho	room	\$0	\$2,500	20%	8%	72%
*			4 bedrooms, 2					
			1/2 baths, foyer,					
		1 Old Jericho	living room,	•				
	Jericho Historic Preserve	Turnpike,	dining room,	C E	700	/a00	/00	/00/
ت	(Chesire House)	Jericho	Kitchen	156,26	156,24	2070	0/0	1,470
节			1 large bedroom,					
<u>.</u>	Jericho Historic Preserve		living room & eat					
<u>=</u>	(Farmlane Barn)	57 Route 106	kitchen, 1,200	Y Tue	67.4	250%	759	760
_1		Jericho	square reet	40.14	#1 C#	6/07	100	0/0
5			1 bedroom, living	-		•	-	
		63 Route 106	kitchen & closed			<del>laka da</del>		
	Indoho Lintonia Droppina	Oveter Bay	in norch 995					
? ⊆		Road, Jericho	square feet	\$457	\$457	25%	8%	92.9
<u>-</u>								
			1 bedroom, living			,		
		63 Route 106	room, living room,	Prior Fee				
<u>,                                    </u>	Jenono mistorio Preserve (Farmlane Cottade 2)	Road, Jericho	559 square feet	\$586	\$450	25%	8%	67%
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			Eldersfield Preserve (Cottage)	ileitsiaelis Ileitsiaelis	0.00
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Projected   Percentage   Insurance   Monthly and Net Capital   Revenue   Projected   Monthly and Net Capital   Revenue   Projected   Percentage	L				11 11 11 11 11 11	Year 1			
Property Name						·	Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Multion town Park & Preserve (Nassau Hall)         IR64         VACANIT         Prior Fee         \$1,536         25%         5%           Zud Floor         Read         4,257 square feet         \$702         \$1,536         25%         6%           Multon town Park & Income (Assau Hall)         Multon town (Assau Hall)         Multo		Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee		investment Percentage	the County (Percentage)
Mutton town Park & 1864  Mutton town Park & 1820 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1864  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe House  Carrigoe House  Carrigoe House  Carrigoe House  Mutton town Park & 1920 Route 106  Carrigoe House  Carrigoe Hou	L							<b>)</b>	6
Author bown Park & Multon town Park & Multon town Park & Hoseave (Nassau Hall)         Road Multon town Park & Hoseave (Nassau Hall)         Author town Park & Hoseave (Nassau Hall)         Author town form (Nation town Park & Hoseave - Apt. 1         Author town form form form form (Nation town Park & Hall)         Author town form form form form form form form form	<u>≥ā</u>	futton town Park & reserve (Nassau Hall)	1864 Mutton town	VACANT	Prior Fee		1	,	
Multion town Park & Hall)         High Amtion town         3124 square feet         \$702         \$702         \$702         \$98           Preserve (Nassau Hall)         Road         2 bedrooms, wo withing         2 bedrooms, wo withing         \$906         \$906         \$98           Multion town Park & Hall - Goad         Amuton town         1 s684         2 bedrooms, ining         \$906         \$266         8%           Multion town Park & Park & Hall - Goad House - Apt, Z         Road         2 small bedrooms, ining         \$906         \$746         \$266         8%           Preserve - Nassau Hall - Gatehouse - Apt, Z         Road         2 small bedrooms, ining room,		NG FIDOR	Road	4,29/ square reet	70/ <b>\$</b>	\$1,535	72%	8%	%/9
Presence (Nassau Hall)         Mutton town         3124 square feet         \$702         \$702         25%         6%           3rd Floor         Boad         2 bedrooms, who         2 bedrooms, who         2 bedrooms, who         8508         25%         6%           Mutton town Park & Tessare - Apt. 1         Road         1 bedrooms, dining         \$508         \$508         25%         6%           Pressrve - Apt. 1         Road         2 small bedrooms, 2         2 small bedrooms, 2         8%         6%           Pressrve - Apt. 2         Road         2 small bedrooms, 2         8%         8%           Galehouse - Apt. 2         Road         3 bedrooms, 2         8%         8%           Galehouse - Apt. 2         Road         3 bedrooms, 2         8%         8%           Galehouse - Apt. 2         Road         3 bedrooms, 2         8%         8%           Galehouse - Apt. 2         Road         4 bedrooms, 4         8%         8%         8%           Galehouse - Apt. 2         Road         1920 Roule 106         office, garage         \$957         \$26%         8%           Garriage House         Authon town         Authon town         Authon town         Authon town         Authon town         Authon town         Autho		lufton town Park &	1864						
State   Stat	<u>a.</u>	reserve (Nassau Hall)	Mutton town				-		
Mutton town Park & Hall-         Road Road         2 bedrooms, living Preserve - Massau Hall - Autron town         Road Catehouse - Apt. 1         Road Catehouse - Apt. 1         \$508         \$908	3	rd Floor	Road	3124 square feet	\$702	\$702	25%	%8	%19
Mutton town Park & Preserve (Barn swallow Park & Mutton town Park	_			2 bedrooms, two					
Preserve - Nassau Hall -   Mutton town Park & Road   Roa	Σ	futton town Park &	1864	2 baths, living		-			
Gatehouse - Apt. 1         Road         room, kitchen         \$508         \$56         8%           Mutton town Park & Preserve - Nassau Hall         1864         2 small bedrooms, and the preserve - Nassau Hall         2 small bedrooms, and the preserve - Nassau Hall         2 small bedrooms, and the preserve - Nassau Hall         8%         8%           Preserve - Nassau Hall         Road         1 bath, living room, dining room, and the preserve (Barn swallow)         1920 Route 106         office, garage         \$957         26%         8%           Carriage House         Mutton town Park & House         1920 Route 106         office, garage         \$957         26%         8%           Carriage House         Mutton town Park & House         1920 Route 106         fining room, den and 2 family         82,400         20%         8%           Mutton town Park & Mutton town         Mutton town Park & Mutton town         Mutton town Park & Mutton town         Road         1 bedroom, 1         \$677 <t< td=""><td><u>a_</u></td><td>reserve - Nassau Hall -</td><td>Mutton town</td><td>room, dining</td><td></td><td></td><td></td><td></td><td></td></t<>	<u>a_</u>	reserve - Nassau Hall -	Mutton town	room, dining					
Mutton town Park & Hose         1864         2 small bedrooms, 2 alethouse - Apt. 2         \$746         \$746         26%         8%           Preserve - Nassau Hall - Gatehouse - Apt. 2         Road         1 bath, living room, 3 bedrooms, 2 alethouse - Apt. 2         Bath, living room, 4 alethouse - Bam swallow and 1 bedrooms, 4 alethouse - Bam swallow and 2 family room, 4 alethouse - Bam swallow and 2 family aroom, 4 alethouse - Bam swallow and 2 family aroom, 4 alethouse - Bath, living room, 4 alethouse - Bath, living ro	Ö	atehouse - Apt. 1	Road	room, kitchen	\$308	\$908	25%	8%	%29
Mutton town Park & H864         2 small bedrooms, Gatehouse - Apt. 2         \$746         \$756         26%         8%           Catehouse - Apt. 2         Road         1 bath, living room, dining room, and town Park & 1920 Route 106         3 bedrooms, 2 bath, living room, dining room, dining room, and 2 tamily         2 small bedrooms, 4 bath, living room, dining room, den and 2 tamily         \$857         26%         8%           Preserve Barn swallow         1920 Route 106         office, garage         \$967         \$857         8%           Mutton town Park & 1920 Route 106         fiving room, den and 2 tamily         fiving room, den and 2 tamily         82,400         \$2,400         \$2,400         8%           Mutton town Park & 1920 Route 106         fiving room, den and 2 tamily         pond         1 bedroom, 1         \$677         \$677         \$677         \$68           Courtyerd #3         Mutton town         bath, living room, 1         bath, living room, 1         \$677         \$677         \$68         68									
Preserve - Nassau Hall -         Mutton town Park & Road         1 bath, living room, dining r	Σ	lutton town Park &	1864						
Gatehouse - Apt. 2         Road         1 bath, living room         \$746         25%         8%           Gatehouse - Apt. 2         Road         3 bedrooms, 2 bath, living room, dining room, dining room, den and 2 family         \$967         \$967         \$967         \$8%           Mutton town Park & House Carriage House         Mutton town Park & House wallow         A bedrooms, 4 bedrooms, 4 living room, den and 2 family         4 bedroom, den and 2 family         8%           Mutton town Park & Mutton town         1920 Route 106 rooms, outside         \$2,400         \$2,400         \$2,400         \$8%           Mutton town Park & Mutton town         Mutton town         I bedroom, 1 bath, living room         \$677         \$677         \$8%	ā.	reserve - Nassau Hall -	Mutton town	2 small bedrooms,			٠		
Mutton town Park & Mutton town Park & Mutton town Park & House         Bath, living room, dining room, dining room, dining room, dining room, dining room, dining room, den and 2 family Preserve (Barn swallow Mutton town Park & House Mutton town Park & Hodroom, 1 bedroom, 1 bedroom, 1 bedroom, 1 stort	Ø]	atehouse - Apt. 2	Road	1 bath, living room	\$746	\$746	25%	8%	%29
Mutton town Park & House         Death, living room, dining room, dining room, and too more and 2 tenter)         \$957         \$957         \$958         \$88           Carriage House         Mutton town         4 bedrooms, 4         4 bedrooms, 4         8%         8%           Carriage House         Mutton town         4 bedrooms, 4         1/2 beths, foyer, living room, den and 2 tentily         8%         8%           Mutton town Park & House Center)         1920 Route 106         rooms, outside         \$2,400         \$2,400         \$2,400         8%           Mutton town         pond         t bedroom, 1         \$677         \$57,400         8%           Center)         Road         Mutton town         1 bedroom, 1         \$677         \$55%         8%	***	•	•••	3 bedrooms, 2					
Mutton town Park & Hazo Route 106 Certrage House         Ig20 Route 106 office, garage certrage House         \$957         \$957         \$957         \$88           Certrage House         Mutton town         4 bedrooms, 4 of 1/2 baths, foyer, living room, den and 2 family Preserve (Barn swallow Genter)         1920 Route 106 rooms, outside center)         \$2,400         \$2,400         \$2,400         \$8%           Mutton town Park & Mutton town         Mutton town         10 bedroom, 1 bedroom, 1 bedroom, 1 bedroom, 1 witton town         \$2,400         \$2,400         \$2,400         \$8%				bath, living room,					
Preserve - Bam swallow         1920 Route 106         office, garage         \$857         \$858<	Σ	lutton town Park &	-	dining room,					
Carriage House         Mutton town         Workshop         \$957         \$957         26%         8%           Carriage House         4 bedrooms, 4         1/2 baths, foyer, inving room, den and 2 family.         1/2 baths, foyer, inving room, den and 2 family.         8%         8%           Mutton town Park & Mutton town         1920 Route 106 rooms, outside.         \$2,400         \$2,400         \$2,400         8%           Mutton town Park & Mutton town         1 bedroom, 1         \$677         \$677         25%         8%	ቯ	reserve - Bam swallow	1920 Route 106	office, garage					
4 bedrooms, 4   1/12 baths, foyer,   1/12 baths,	<u>ٽا</u>	arriage House	Mutton town	workshop	2965	\$957	25%	8%	%29
Mutton town Park & Houton Park &				4 bedrooms, 4					
Mutton town Park & Holing room, den Preserve (Barn swallow 1920 Route 106 rooms, outside Center)         \$2,400         \$2,400         \$2,400         \$8%           Mutton town Park & Mutton town Preserve - Nassau Hall Road Courtyard #3         Mutton town bath, living room 1 bath, living room 5 forms         \$677         \$677         \$8%				1/2 baths, foyer,					
Mutton town Park & Preserve (Barn swallow Park & 1920 Route 106 Center)         food 2 family family family food         \$2,400         \$2,400         \$8%           Mutton town Park & Mutton town Preserve - Nassau Hall Road         Mutton town food 20%         8%           Mutton town Park & Mutton town Preserve - Nassau Hall Road         1 bedroom, 1 s677         8677         8677				living room,					
Mutton town Park & Preserve (Barn swallow 1920 Route 106 Center)         and 2 family rooms, outside pond         \$2,400         \$2,400         \$2,00         \$8%           Mutton town Park & Mutton town Preserve - Nassau Hall         Mutton town Park & Mutton town batth, living room         1 bedroom, 1 s677         8677         8677         88%				dining room, den					
Preserve (Barn swallow         1920 Route 106         rooms, outside         \$2,400         \$2,400         \$2,00         \$8%           Center)         Mutton town         1864         8%         8%           Mutton town Park & Mutton town         Mutton town         1 bedroom, 1         8677         \$677         25%         8%	Ź	utton town Park &		and 2 family					
Center)         Multon town         pond         \$2,400         \$2,400         20%         8%           Multon town Park & Multon town         Multon town         1 bedroom, 1         8677         8677         8677         8677         8%	<u>q</u>	reserve (Barn swallow	1920 Route 106	rooms, outside			-		
Mutton town Park &         Mutton town         1 bedroom, 1           Preserve - Nassau Hall         Road         1 bedroom, 1           Courtyard #3         Mutton town         bath, living room         \$677         \$577         25%         8%	ర	enter)	Mutton town	pond	\$2,400	\$2,400	20%	8%	72%
Road         1 bedroom, 1         \$677         \$677         \$577         8%           Mutton town         bath, living room         \$677         \$577         25%         8%			1864 Mutton town						
Mutton town bath, living room \$677 \$677 25% 8%	<u>q</u>		Road	1 bedroom, 1					
	ŏ	ourtyard #3	Mutton town	bath, living room	\$677	\$677	25%	8%	%29

# APPENDIX A REVISED

-			,	Year 1	4.4.4		
					Proposer's	Insurance	-
					Monthly	Deferred Maintenance	Monthly Net
					Percentage	and Net Capital	Revenue to
;	Property	Property	Current	Projected		Investment	the County
Property Name	Location	Description	U&O Fee	U&O Fee		Percentage	(Percentage)
New William Count Paris, and the State of th	Serving Table						
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Mutton town Park &	36 Mutton town	1 bedroom, 1			<del></del>	•	
	Road, East	bath, living room	-				
Apartment)	Norwich, NY	992 square feet	\$606	\$606	25%	%8	7029

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	;	Property	Property	Current	Projected	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment	Monthly Net Revenue to the County
	Property Name	Location	Description	U&O Fee	U&O Fee		Percentage	(Percentage)
yew.	Windowski State (1997) Process of Orelease (1997)		Office Aspades			92		
*	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
8		36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$672	25%	%8	%29
8	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	%19
E	Maintenance House	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$672	25%	%8	
Z.		Zasteryani Ayento Rosiyasa pasa	WARANTER THE	ee <u>a</u> lioud Eee				
8	Shattuck Estate (Caretaker Apartment)	960 Washington Avenue, Plainvjew	N/A - Vacant	Prior Fee \$350				
* E	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	%29
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				Year 1			
					Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee		Investment Percentage	the County (Percentage)
	100 Crescent						
Selwyn Preserve	Beach Road,	2.5 bedrooms,			1		
Caretaker Unit)	Glen Cove	1,300 Square feet	\$350	\$350	72%	8%	67%
			-				
	Monthly (Less Prior Fees)	,	\$26,154	\$42,929			
	Annualized		\$313,848	\$515,148	٠		

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					Proposers Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee	ī	Investment Percentage	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	\$1,500	25%	%9	%69
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	226\$	\$2,000	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	\$1,000	25%	52%	73%
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
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%	<b>%</b> 9	%69
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000	15%	%9	%67
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%	%9	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	\$1,500	25%	75%	0%

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	Monthly Nat	Revenue to	the Count	(Percentage)			2					
	Insurance Deferred Mainfenance		Investment	Percentage			50%				75%	
	Proposer's	Percentage					25%				25%	
Year 2			Projected	U&O Fee		- 2	\$1,200				\$1,200	
			Current	U&O Fee			\$724	i.			\$633	
			Property	Description	No dining room	2.5 bedrooms	1 bath	Living room	Dining room	2.5 bedrooms	1.5 baths	
			Property	Location	95 Middle Neck	Road, Port	Washington		95 Middle Neck	Road, Port	Washington	
				Property Name	Sands Point Park &	Preserve (Lane Lodge -	Apt. 2)		Sands Point Park &	Preserve (Lane Lodge -	Ant 3)	Savis Company and Savis Sa

			:	Year 2			
					Proposer's	Insurance Deferred Maintenance	Monthly Net
-					Percentage	and Net Capital	Revenue to
Oronorty Namo	Property Location	Property Description	Current U&O Fee	Projected U&O Fee		Investment Percentage	the County (Percentage)
STEEL FLOOR	1740 Old						
Jericho Historic Preserve	Jaricho		1. 1.				•
(Elias Hicks House)	Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	36%	41%
	1816 Old	2 bedrooms, 1					
<u>,                                      </u>	Jericho	bath, living room,				•	
Jericho Historic Preserve	Turnpike,	kitchen, dinette &	CL	010	7900	%9	74%
(Carriage Barn)	Jericho	2 1/2 garage	0000	OCO'I &	0/07		
		9 bedrooms, 5					
		1/2 baths, foyer,					
		living room,					-
	35 Old Jericho	kitchen, family					
Jericho Historic Preserve	Tumpike	room and laundry	ç	Cu	7000	%9	74%
(Dr. S. Carl Homestead)	Jericho	room	Q <del>p</del>	92,000	20/02		
		4 bedrooms, 2					
		1/2 baths, foyer,					
	1 Old Jericho	living room,					
Jericho Historic Preserve	Tumpike,	dining room,	403.00	4º 531	7000	%19	19%
(Chesire House)	Jericho	kitchen	\$2,531	44,331	207		
		1 large bedroom,					
Sericho Historio Preserve		living room & eat					
(Farmlane Barn)	57 Route 106	kitchen. 1,200	6	######################################	25%	75%	%0
	Jericho	square reet	t CO	<u>r</u>	2007		
9		1 bedroom, living					
	-1	room, eat in				_	
	63 Route 106	kitchen & closed					
Jericho Historic Preserve	Oyster Bay	in porch, 995	467	#4 000	%00	53%	27%
(Farmlane Cottage 1)	Road, Jericho	square feet	4407	000,13	207		
71		1 bedroom, living					
	63 Route 106	room, living room,					
Jericho Historic Preserve	Oyster Bay	kitchen 559 sauare feet	9858 \$586	006\$	25%	29%	46%
(Farmlane Cottage Z)	road, selicito						

APPENDIX A REVISED

L.					Year 2			
	Pronerty Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
- <b>!</b>		200 Port Washington	Studio cottage,					
ш =	Eldersfield Preserve (Cottage)		eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	26%	19%
\$- - - - - - - - - - - - - - - - - - -		20 160/197 1808 1818 1818 1818 1818 1818 1818 181						
	rutellon Fair Shiri Pespinal Vassati Hali Stiffoot A	1807 (10 10 10 10 10 10 10 10 10 10 10 10 10 1						07/20

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				Year 2			
	,				Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee	1	investment Percentage	the County (Percentage)
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	89%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	25%	%9	%69
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	806\$	\$2,200	20%	24%	%99
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$1,200	25%		20%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	798\$	2982	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	\$2,800		%67	51%
Mutton town Park & Preserve - Nassau Hali Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	14%	67%

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				Year 2			
					Proposer's	Insurance	
					Monthly	Deferred Maintenance	Monthly Net
					Percentage	and Net Capital	Revenue to
	Property	Property	Current	Projected		Investment	the County
Property Name	Location	Description	U&O Fee	U&O Fee		Percentage	(Percentage)
Mittonion Patrices (Cosanies)		PARTIENISCIONI (I) PARTIENISCIONI (I) PARTIENI PARTIENI (I)					
Manifest frame Don't D	36 Mutton fourth	1. 1.00-1.00-1.					
ואחווטוו נסאיו דיפיה מ	DANIGEOU FOATI	הפתוספונו, ז					
Preserve (Chelsea Wing	Road, East	bath, living room					
Apartment)	Norwich, NY	992 square feet	\$606	\$1,200	25%	25%	20%

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Drongerty Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
indental kanada indental kanada indental kanada indental kanada indental kanada indental kanada indental kanad		80					
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%	20%
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	75%	75%	%0
Maintenance House	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200	25%	%97	20%
	gsbillingurd Avenuel Rosbin i Sara	I V podniti 14 podoomsku 6atheli (ngroom Reliang	F. C. Pilor Feb				
Shattuck Estate (Caretaker Abartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350			Table Control	
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%	20%
	_			·	<b></b>	-	_

				Year 2			
			<u> </u>		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property Location	Property Description	Current U&O Fee	Projected U&O Fee		Investment Percentage	the County (Percentage)
	100 Crescent						
Selwyn Preserve	Beach Road,	2,5 bedrooms					
(Caretaker Unit)	Glen Cove	1,300 Square feet	\$350	\$1,800	20%	15%	929
	Monthly (Less Prior Fees)	·	\$26,154	\$63,741			
	Annualized		\$313,848	\$764,892	-		

			4.5	Year 3			
					Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
	Property	Property Description	Current U&O Fee	Projected U&O Fee	1	Investment Percentage	the County (Percentage)
Property Name Sands Point Park &	95 Middle Neck Road, Port	3 Bedrooms, 2 bath, living room,	Prior Fee		, u	7078	14%
Clearly (Caprair o	Washington	dining	292\$	\$1,500	20%	2/10	
	95 Middle Neck	5 begrooms, 1.5 bath, living room,	-				
Preserve (Superintendent's Quarters)	Road, Port Washington	foyer, tamily room	\$977	\$2,000	20%	2%	. 75%
Sands Point Park & Preserve (Bowling	95 Middle Neck Road, Port Weshington	1 large bedroom, living room, 700 square feet	\$574	\$1,000	25%	54%	21%
	95 Middle Neck Road, Port Machinston	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500	75%	75%	%0
	95 Middle Neck Road, Port	1 large bedroom,	8379	\$1,500	722%	47%	28%
Unit Falaise Mansion Wing) Sands Point Park & Preserve (Mille Fleurs -	Washington 95 Middle Neck Road, Port	Large home	\$5,624	\$6,000	15%	9%	80%
1st & 2nd Floors) Sands Point Park & Preserve (Garage	95 Middle Neck Road, Port	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500	25%	47%	78%
Maintenance curumy, Sands Point Park & Preserve (Lane Lodge	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500	25%	75%	%0
Apr. 17			·	<del></del>		_	_

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-	Monthly Net Revenue to	the County Percentage)	40%	%0	9700
	ance al	Investment Percentage	35%	75%	
	Proposer's Monthly Percentage		25%	25%	
Year 3		Projected U&O Fee	. \$1,200	\$1,200	
		Current U&O Fee	\$724	\$633	
		Property Description	No dining room 2.5 bedrooms 1 bath	Living room Dining room 2.5 bedrooms 1.5 baths	Vo. O. Profit
		Property Location	95 Middie Neck Road, Port Washinaton	95 Middle Neck Road, Port Mestinatan	
		Property Name	Sands Point Park & Preserve (Lane Lodge -	Sands Point Park & Preserve (Lane Lodge -	Apt. 3) (Safias Politikation (Passo Regions)

	₹	<b>t</b> i	*	<u></u>	23	<u></u>	
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho Historic Preserve (Farmlane Cottage 1)	Jericho Historic Preserve (Farmlane Barn)	Jericho Historic Preserve (Chesire House)	Jericho Historic Preserve	Jericho Historic Preserve	Jericho Historic Preserve (Elias Hicks House)	Property Name
63 Route 106 Oyster Bay Road, Jericho	63 Route 106 Oyster Bay Road, Jericho	57 Route 106 Jericho	1 Old Jericho Tumpike, Jericho	35 Old Jericho Turnpike Jericho	1816 Old Jericho Turnpike, Jericho	1740 Old Jericho Tumpike, Jericho	Property Location
1 bedroom, living room, living room, kitchen 559 square feet	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	1 large bedroom, living room & eat kitchen. 1,200 square feet	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	2865 square feet 5 bedroom house	Property Description
Prior Fee \$586	\$457	\$514	\$2,531	\$0	\$586	\$1,664	Current U&O Fee
\$900	\$1,000	\$1,500	\$2,800	<b>\$</b> 2,500	\$1,650	\$2,500	Year 3 Projected U&O Fee
25%	25%	25%	20%	20%	20%	20%	Proposer's Monthly Percentage
5%	%85	5%	. 5%	5%	40%	45%	Insurance Deferred Maintenance and Net Capital Investment Percentage
70%	17%	70%	75%	75%	40%	35%	Monthly Net Revenue to the County (Percentage)

	#		#		
	Eloersielo ikiese (ko	Eldersfield Preserve (Cottage)	Property Name		
Militario de la Companya de la Compa		200 Port Washington Road, Manhasset	Location	Property	
	Personal Control (Personal Control (Persona) Con	Studio cottage, eat in kitchen, garage	Description	Property	
		Prior Fee \$650	U&O Fee	Current	
		\$1,000	Owo ree	Projected	Year 3
		25%		Monthly Percentage	Proposer's
		5%	reicellage	iance al	Insurance
6/8/		70%	t electrical	Monthly Net Revenue to the County	

26	23	8	Ŋ	ß	22	28	
Mutton town Park & Preserve - Nassau Hall Courtyard #3	Mutton town Park & Preserve (Barn swallow Center)	Mutton town Park & Preserve - Barn swallow Carriage House	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	Property Name
1864 Mutton town Road Mutton town	1920 Route 106 Mutton town	1920 Route 106 Mutton town	1864 Mutton town Road	1864 Mutton town Road	1864 Mutton town Road	1864 Mutton town Road	Property Location
1 bedroom, 1 bath, living room	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	2 small bedrooms, 1 bath, living room	2 bedrooms, two 2 baths, living room, dining room, kitchen	3124 square feet	VACANT 4,297 square feet	Property Description
\$677	\$2,400	\$957	\$746	\$908	\$702	Prior Fee \$702	Current U&O Fee
\$1,200	\$2,800	\$1,750	\$1,200	\$2,200	\$1,000	\$3,072	Year 3 Projected U&O Fee
25%	20%	20%	25%	20%	25%	25%	Proposer's Monthly Percentage
15%	33%	38%	29%	28%	5%	-5%	Insurance Deferred Maintenance and Net Capital Investment Percentage
60%	47%	42%	46%	52%	70%	80%	Monthly Net Revenue to the County (Percentage)

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27	New					
Mutton town Park & Preserve (Chelsea Wing Apartment)	Milhantovenkai ka Rieseweil Birekobaan Milantovenkai ka	Property Name				
36 Mutton town Road, East Norwich, NY	Nem (III)	Property Location				
1 bedroom, 1 bath, living room 992 square feet	Manual Manual Manual Manual Manual Manual Manual Ma	Property Description				
\$606		Current U&O Fee			١	
\$1,200	1000	Projected U&O Fee				Year 3
25%			Percentage	Monthly	Proposer's	
29%		Investment Percentage		Deferred Maintenance	Insurance	
46%		the County (Percentage)	Revenue to	Monthly Net		

_	_			-			
46%	34%	20%	\$3,000	\$350	3 bedrooms, 2 baths, den, living room, 3,756 square feet	45 Sandy Hill Road, Oyster Bay	Tiffany Creek Preserve (Caretaker Unit)
				Prior Fee \$350	N/A - Vacant	960 Washington Avenue, Plainview	state Apartment)
				Harried S7583	WOOANII I reedlooms (i) I edify living room I edifilmigs s	255 B Van	
46%	29%	25%	\$1,200	\$672	1,280 Square feet 2nd floor only	2187 Washington Avenue Seaford	Maintenance House
0%	75%	25%	\$1,500	\$0	2.5 bedrooms, 1 bath, ERIK, 899 square feet	36 Mutton town Road, East Norwich, NY	Mutton town Park & Preserve - Chelsea odne Gatehouse
46%	29%	25%	\$1,200	\$672	2.5 bedrooms, 1 bath, 1,100 square feet	36 Mutton town Road, East Norwich, NY	Mutton town Park & Preserve (Chelsea Garage Anartment)
0%	. 80%	20%	\$2,000	\$617	4 bedrooms, 2 baths, 2,200 square feet	36 Mutton town Road, East Norwich, NY	Mutton town Park & Preserve (Chelsea
			000				Amicallo Total Research
Monthly Net Revenue to the County (Percentage)	insurance Deferred Maintenance and Net Capital Investment Percentage	Proposer's Monthly Percentage	Projected U&O Fee	Current U&O Fee	Property	Property	Droport, Name
			Year 3				

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

				Year 4			
					Proposer's Monthly	Insurance ferred Maintenay Monthly Net and Net Canital Revenue to	Monthly Net
***************************************	Property	Property	Current	Projected			the County
Property Name	Location	Description	U&O Fee	U&O Fee		- абецера	Leicennage/
Sands Point Park &	95 Middle Neck	3 Bedrooms, 2	<u> </u>				
Preserve (Captain's	Road, Port	bath, living room,	Prior Fee	7.700	25%	75%	0%
Adalicis)	e a reconstitution of the	3 bedrooms, 1.5					
Sands Point Park &	95 Middle Neck	bath, living room,					
Preserve (Superintendent's	Road, Port	foyer, family	**************************************	3	308/	707	750/
Quarters)	vvasiiiigtoii	10011	ę	\$2,000	2000		
Sands Point Park &	95 Middle Neck	1 large bedroom,					
Preserve (Bowling	Road, Port	living room,	)   	<del>}</del>	2	7.0/	707
Alley/Hennery Apt. 1)	Washington	700 square teet	\$5/4	\$1,000	9/.07	7+/0	1/8
Sands Point Park &	95 Middle Neck	1 large bedroom,		-			·
Preserve (Bowling	Road, Port	living room,	Prior Fee	) 	) )	770/	
Alley/Hennery Apt. 2)	Washington	700 square feet	\$574	\$1,500	25%	/5%	0%
Sands Point Park &	95 Middle Neck						
Preserve (Caretakers	Road, Port	1 large bedroom,	}	2		200	100/
Unit Falaise Mansion Wing)	Washington	900 square feet	\$3/9	\$1,500	%CZ	00%	10%
Sands Point Park &	95 Middle Neck						
Preserve (Mille Fleurs -	Road, Port		9	200	4 E0/	50/	7008
1st & 2nd Floors)	vvasnington	Large none	\$0,02 <b>-</b>	ψο,σοσ	10/6	6,0	
Sands Point Park &	95 Middle Neck	1 bedroom,					
Preserve (Garage	Road, Port	2 smaller rooms,	\$70a	<b>\$</b> 1 500	25%	65%	10%
Mailtellaire Bulding)	Branchar	2 bedrooms.					
Sands Point Park &	95 Middle Neck	2 small bedrooms,					
Preserve (Lane Lodge	Road, Port	approximately	) )	7	25	750/	200
Apt. 1)	Washington	1,816 square feet	\$1,12	\$1,500	20%	, 0,0	97.0
,							_

25% 65% 95%	25	\$1,200			A Translation of the Salar Section 1	
	25				Road Forth Assets	# Preserve of Falls del Bill of house was
	25					Sands Roll & Rail & State Stat
	)		\$633	1.5 baths	Washington	Apt. 3) .
_		-		2.5 bedrooms	Road, Port	Preserve (Lane Lodge -
				Dining room	95 Middle Neck	Sands Point Park &
		,		Living room		
5% 48%	25	\$1,200	\$724	1 bath	Washington	Apt 2)
	<del>1</del>			2.5 bedrooms	Road, Port	Preserve (Lane Lodge -
				No dining room	95 Middle Neck	Sands Point Park &
Percentage (Percentage		U&O Fee	U&O Fee	Description	Location	Property Name
Investment the County		Projected	Current	Property	Property	
Percentage and Net Capital Revenue to	Percentag	-				
Monthly Ferred Maintena Monthly Net	Monthly	-		•		
's insurance	Proposer's					
		Year 4				

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Jericho Historic Preserve (Farmlane Cottage 2)		Jericho Historic Preserve (Farmlane Cottage 1)		Jericho Historic Preserve (Farmlane Barn)	(Chesire House)	Jericho Historic Preserve		(Dr. S. Carl Homestead)	Jericho Historic Preserve				(Carriage Barn)	Jericho Historic Preserve			(Finds Finds Findso)	Jenicho nistorio rieserve	i-L- Historia Propositi	Property Name				
63 Route 106 Oyster Bay Road, Jericho		63 Route 106 Oyster Bay Road, Jericho	•	57 Route 106 Jericho	Jericho	1 Old Jericho Turnpike,		Jericho	Turnpike	35 Old Jericho			Jericho	Tumpike,	Jericho	1816 Old	Jericho	Turnnike	1740 Old	Location	Property			
kitchen 559 square feet	1 bedroom, living	room, eat in kitchen & closed in porch, 995 square feet	1 bedroom, living	living room & eat kitchen. 1,200 square feet	kitchen	dining room,	4 bedrooms, 2 1/2 baths, foyer,	room	room and laundry	kitchen, family	living room,	9 bedrooms, 5 1/2 baths, foyer,	2 1/2 garage	kitchen, dinette &	bath, living room,	2 bedrooms, 1	5 bedroom house	2865 square feet		Description	Property			
Prior Fee \$586		\$457		\$514	\$2,531			\$0					\$586	)    -  -			\$1,664			U&O Fee	Current			
\$900		\$1,000		\$1,500	\$2,800			\$2,500					\$1,600	} }			\$2,500	,		U&O Fee	Projected			Year 4
25%		25%		25%	20%	}		20%					20%	2			20%					æ	Proposer's Monthly	
5%		39%		75%	0%	3		5%	!				270				5%			Percentage		and Net Capital	insurance ferred Maintenal Monthly Net	
70%		36%		0%	/5%			/5%	1				/5/6	7507			75%			(Percentage)	the County	Revenue to	Monthly Net	

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	Elektricker († 1905) Elektricker († 1905) Weither († 1905)	Eldersfield Preserve (Cottage)	Property Name
Application of the second of t		200 Port Washington Road, Manhasset	Property Location
		Studio cottage; eat in kitchen, garage	Property Description
		Prior Fee \$650	Current U&O Fee
100 (100 (100 (100 (100 (100 (100 (100		\$1,000	Year 4 Projected U&O Fee
		25%	Proposer's Monthly Percentage
		5%	Proposer's Insurance Monthly Ferred Maintena Monthly Net Percentage and Net Capital Revenue to Investment the County Percentage (Percentage)
		70%	Monthly Net Revenue to the County (Percentage)

28	23	*	23	23	ᅺ	8	
Mutton town Park & Preserve - Nassau Hall	Mutton town Park & Preserve (Barn swallow Center)	Mutton town Park & Preserve - Barn swallow Carriage House	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	Property Name
1864 Mutton town Road	1920 Route 106 Mutton town	1920 Route 106 Mutton town	1864 Mutton town Road	1864 Mutton town Road	1864 Mutton town Road	1864 Mutton town Road	Property Location
1 bedroom, 1	4 bedrooms, 4 1/2 baths, foyer, living room, den and 2 family rooms, outside pond	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	2 small bedrooms, 1 bath, living room	2 bedrooms, two 2 baths, living room, dining room, kitchen	3124 square feet	VACANT 4,297 square feet	Property Description
\$677	\$2,400	\$957	\$746	\$908	\$702	Prior Fee \$702	Current U&O Fee
\$1 200	\$2,800	\$1,750	\$1,200	\$2,200	\$1,000	\$3,072	Year 4 Projected U&O Fee
246	20%	20%	25%	20%	25%	25%	Proposer's Monthly Percentage
5%	5%	5%	5%	5%	5%	8%	Insurance ferred Maintenal Monthly Net and Net Capital Revenue to Investment the County Percentage (Percentage)
70%	75%	75%	70%	75%	70%	67%	Monthly Net Revenue to the County (Percentage

Mutton town Park & 36 Mutton town Preserve (Chelsea Wing Road, East Apartment)	Muttana (1974) Muttana (1974) Prosentes de la Companya (1974) Prosentes de la Companya (1974)	Property Name Location			
		erty ation	,		
1 bedroom, 1 bath, living room 992 square feet	Suice Voide Suice Voide	Property Description			
\$606		Current U&O Fee			
\$1,200		Projected U&O Fee			Year 4
25%			Monthly Percentage	Proposer's	
5%		Investment the County Percentage (Percentage	H 19	Insurance	
70%		the County (Percentage)	Monthly Net Revenue to		

		Mutton tow Preserve ( Maintenan Mutton tow Preserve ( Garage Ap Mutton tow Preserve -	Mutton tow Preserve ( Maintenan Mutton tow Preserve ( Garage Ap Mutton tow Preserve - Lodge Gat	Mutton tow Preserve ( Mutton tow Preserve ( Mutton tow Preserve - Garage Ap Mutton tow Preserve - Lodge Gate Maintenand Apartment	Mutton tow Preserve ( Maintenan Mutton tow Preserve ( Garage Ap Mutton tow Preserve - Lodge Gate Maintenand Apartment	Mutton tow Preserve ( Maintenan Mutton tow Preserve ( Garage Ap Mutton tow Preserve - Lodge Gate Maintenand Apartment	Mutton tow Preserve ( Maintenan Mutton tow Preserve - Carrage Ap Mutton tow Preserve - Lodge Gate Maintenand Apartment Apartment Shattuck E.	Property Name of the Property of the Property of Chelsea Garage Apartment of Mutton town Park & Preserve - Chelsea Garage Apartment of Chelsea Lodge Gatehouse Apartment Shattuck Estate (Caretaker Apartment)  33  Shattuck Estate (Caretaker Apartment)  44  Tiffany Creek Preserve
Property Location		own Y Y	OWN WIN	OWN WITH	OWN OWN	own /	own / / /	OWN OWN
Property Description Cenypacas	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet 2.5 bedrooms, 1 bath, ERIK, 899 square feet	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet 2.5 bedrooms, 1 bath, ERIK, 899 square feet	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet 2.5 bedrooms, 1 bath, ERIK, 899 square feet 1,280 Square feet 2nd floor only	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet 2.5 bedrooms, 1 bath, ERIK, 899 square feet 1,280 Square feet 2nd floor only ACCINITION ACCINITION 2.5 bedrooms, 1 bath, ERIK, 899 square feet 2nd floor only ACCINITION ACCIN	eedrooms, 2 fits, 2,200 lare feet bedrooms, 1 h, 1,100 lare feet bedrooms, 1 h, ERIK, 3 square feet l floor only	edrooms, 2 firs, 2,200 lare feet bedrooms, 1 h, 1,100 lare feet bedrooms, 1 h, ERIK, 3 square feet l floor only only only only only only only only	4 bedrooms, 2 baths, 2,200 square feet 2.5 bedrooms, 1 bath, 1,100 square feet 2.5 bedrooms, 1 bath, ERIK, 899 square feet 2nd floor only 200 Square feet 2nd floor only 201 Square feet 2nd floor only 2nd
Current t U&O Fee	\$617 \$672	\$617 \$672	\$617 \$672 \$0	\$617 \$672 \$672	\$617 \$672 \$672 \$672	\$672 \$672 \$672 \$672	\$672 \$672 \$672 \$672 \$672 \$672 \$700 Fee \$350	\$672 \$672 \$672 \$672 \$77 \$77 \$77 \$77 \$77 \$77 \$77 \$77 \$77 \$
Projected U&O Fee	\$2,000 \$1,200	\$2,000 \$1,200 \$1,500	\$2,000 \$1,200 \$1,500	\$2,000 \$1,200 \$1,200	\$1,200 \$1,200 \$1,200	\$2,000 \$1,200 \$1,200 \$1,200	\$2,000 \$1,200 \$1,200 \$1,200	\$2,000 \$1,200 \$1,200 \$1,200
	25%	25% 25%	25% 25%	25% 25% 25%	25% 25% 25% 25%	25% 25% 25% 25%	25% 25% 25% 25%	25% 25% 25%
DESCRIPTION OF THE PROPERTY OF	/4% 5%	5% 5%	5% 5% 40%	5% 5% 40%	5% 5% 5% 5%	5% 5% 40% 5%	5% 5% 5% 5%	5% 5% 5% 5%
the Gounty Percentage)	70%	70%	70% 35%	70% 35%	70% 35% 70%	70% 35%	70% 35% 70%	70%

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

8%	67%	25%	\$1,500	\$1,125	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Lane Lodge Apt. 1)
69%	6%	25%	\$1,500	\$709	1 bedroom, 2 smaller rooms, 1,000 square feet	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Garage Maintenance Building)
79%	6%	15%	\$6,000	\$5,624	Large home	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)
69%	6%	25%	\$1,500	\$379	1 large bedroom, 900 square feet	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Caretakers
0%	75%	25%	\$1,500	Prior Fee \$574	1 large bedroom, living room, 700 square feet	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Bowling Allev/Hennery Apt 2)
69%	6%	25%	\$1,000	\$574	1 large bedroom, living room, 700 square feet	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Bowling Allav/Hennery Apt. 1)
74%	6%	20%	\$2,000	\$977	3 bedrooms, 1.5 bath, living room, foyer, family room	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Superintendent's
53%	22%	25%	\$1,500	Prior Fee \$567	3 Bedrooms, 2 bath, living room, dining	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Captain's Cuarters)
Monthly Net Revenus to the County (Percentage)	Insurance Deferred Maintenance and Net Capital Investment Percentage	Proposer's Monthly Percentage	Year 5 Projected U&O Fee	Gurrent U&O Fee	Property Description	Property Location	Dronerty Name

					Year 5			
						Proposer's	Insurance	
						Monthly	Deferred Maintenance	Monthly Net
						Percentage	and Net Capital	Revenue to
		Property	Property	Current	Projected		Investment	the County
	Property Name	Location	Description	U&O Fee	U&O Fee		Percentage	(Percentage)
		95 Middle Neck	No dining room		•			
	ě.	Road, Port	2.5 bedrooms					
		7	1 bath	\$724	\$1,200	25%	6%	69%
궁			Living room		•			
	Sands Point Park &	95 Middle Neck	Dining room					
	Preserve (Lane Lodge -	Road, Port	2.5 bedrooms					,
	Apt. 3)	Washington	1.5 baths	\$633	\$1,200	25%	47%	34%
	Sand Sand of Rail (Sand Sand Sand Sand Sand Sand Sand Sand	951/100/01/00 NO						
		Robbi (Rome Service)	Not rouse Profits					
	一直 · 一定 ·		The second secon	SACTATION STREET, SECTION OF	STATE OF THE PARTY	Constitution of the Consti		
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Jericho Historic Preserve	Jericho Historic Preserve {Farmlane Cottage 1}	Jericho Historic Preserve (Farmlane Barn)	Jericho Historic Preserve (Chesire House)	Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho Historic Preserve (Carriage Barn)	Jericho Historic Preserve (Elias Hicks House)	Property Name
63 Route 106 Oyster Bay	63 Route 106 Oyster Bay Road, Jericho	57 Route 106 Jericho	1 Old Jericho Tumplike, Jericho	35 Old Jericho Turnpike Jericho	1816 Old Jericho Turnpike, Jericho	1740 Old Jericho Tumpike, Jericho	Property Location
1 bedroom, living room, living room, living room, kitchen 559 square feet	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	1 large bedroom, ilving room & eat kitchen. 1,200 square feet	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	2865 square feet 5 bedroom house	Property Description
Prior Fee \$586	\$457	\$514	\$2,531	\$0	\$586	\$1,664	Current U&O Fee
\$900	\$1,000	\$1,500	\$2,800	\$2,500	<b>\$</b> 1,650	\$2,500	Year 5 Projected U&O Fee
25%	25%	25%	20%	20%	20%	20%	Proposer's Monthly Percentage
6%	6%	75%	5%	6%	. ·	6%	Insurance Deferred Maintenance and Net Capital Investment Percentage
69%	69%	0%	74%	74%	74%	74%	Monthly Net Revenue to the County (Percentage)

	19			<del>=</del> ,			
	rugish katawa na matawa na	(Cottage)	Eldersfield Preserve		Property Name		
Million Market State (1988)		et	200 Port Washington Road,		Property Location		
		garage	Studio cottage, eat in kitchen,		Property Description		
	#P/01/~ee	\$650	Prior Fee		Current U&O Fee		
2000		\$1,000			Projected U&O Fee		Year 5
		25%				Proposer's Monthly Percentage	
	85)/s	0%	3		Investment Percentage	insurance Deferred Maintenance and Net Capital	•
		%EQ			the County (Percentage)		

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

27	New	_
Mutton town Park & Preserve (Chelsea Wing Apartment)	Property Name	
36 Mutton town Road, East Norwich, NY	Property Location 上。 第6例,但例如第 Reagn 篇48第	
1 bedroom, 1 bath, living room 992 square feet	Property Description	
\$606	Current U&O Fee	
<b>\$</b> 1,200	Projected U&O Fee	Year 5
25%	Proposer's Monthly Percentage	
6%	Insurance Deferred Maintenance and Net Capital Investment Percentage	
69%	Monthly Net Revenue to the County (Percentage)	

<b>%</b>	<del>5 -1  </del>	ස (දි. ග	2	> × =	ב אב ב אב	इ प त	202 I	Welv	
Carcunici Cini)	Tiffany Creek Preserve (Caretaker I Inii)	Shattuck Estate (Caretaker Apartment)	oedawnele Collage	Maintenance House Apartment	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	Mutton town Park & Preserve (Chelsea Garage Apartment)	Mutton town Park & Preserve (Chelsea Maintenance Quarters)		Property Name
	45 Sandy Hill Road, Oyster Bav	960 Washington Avenue, Plainview	Zedeprant die August des Augustes des August	2187 Washington Avenue Seaford	36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	Solvation (Solvation)	Property Location
	3 bedrooms, 2 baths, den, living room, 3,756 square feet	N/A - Vacant	ASSANITATION OF THE PROPERTY O	1,280 Square feet 2nd floor only	2.5 bedrooms, 1 bath, ERIK, 899 square feet	2.5 bedrooms, 1 bath, 1,100 square feet	4 bedrooms, 2 baths, 2,200 square feet		Property Description
	\$350	Prior Fee \$350	Produces	\$672	\$	\$672	\$617		Current U&O Fee
	\$3,000			\$1,200	\$1,500	\$1,200	\$2,000		Projected U&O Fee
	20%			25%	25%	25%	20%		Proposer's Monthly Percentage
	6%			6%	69%	6%	44%		Insurance Deferred Maintenance and Net Capital Investment Percentage
	74%			69%	69%	69%	36%		Monthly Net Revenue to the County (Percentage)

Mont	Selwyn Preserve Beac (Caretaker Unit) Gien	Property Name
Monthly (Less Prior Fees) Annualized	100 Crescent Beach Road, Gien Cove	Property Location
	2.5 bedrooms, 1,300 Square feet	Property Description
\$26,154 \$313,848	\$350	Current U&O Fee
\$67,172 \$806,064	\$1,800	Year 5 Projected U&O Fee
	20%	Proposer's Monthly Percentage
	6%	Insurance Deferred Maintenance and Net Capital Investment Percentage
	74%	Monthly Net Revenue to the County (Percentage)

7	ග	Ċ.	4	ω	20		26 21 24 0
nt Park & laintenance	Point Park & rve Fleurs -1st & pors)	Sands Point Park & Preserve (Caretakers Unit-Falaise Mansion Wing)	Sands Point Park & Preserve (Bowling Alley/Hennery Apt.2)	Sands Point Park & Preserve (Bowling Alley/Hennery Apt.1)	Sands Point Park & Preserve (Superintendents Quarters)	⊹ & ers)	
127 Middle Neck Rd. Sands Point	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	Property Medicalion
Windows leak, some electrical issues, radiators leak, alleged lead in water. Repair or replace windows	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	Backroom repainted. Sand floors. Replace appliances. Update kitchen.	Completely rehab interior house including new bath and kitchen.	Needs windows, some exterior woodwork, gutters, floor cover. Replace kitchen. Electrical repairs.	Needs windows, gutter work, minor electrical and plumbing. Replace appliances. Repair sheathing, rafter tails and corbel. Replace wooden gutters. Tuck pointing. Power washing.	Pointing, mold. Replace appliances and countertops. Tuck pointing.	Scope of tubers and use of the state of the
\$15,000	N/A	\$15,000	\$60,000	\$17,250	\$15,000		Esilinate costoi Improvements
24 Months	N/A	1 month- 6 month	1 month- 6 month	1 month- 6 month	1 month- 6 month	24 Months	inneliameion Innpiovements
\$15,000	N/A	\$15,000	\$60,000	\$17,250	\$15,000	\$20,000	Himeliameion sEsimalej⊘osuoj Rimpeliameion sEsimalej⊘osuoj

\$80,000	1 month- 6 month	\$80,000	Rebuild floors. Replace sub-floors.	57 Route 106, Jericho	Jericho Historic Preserve (Farmlane Barn)	(C1
\$15,000	24 Months	\$15,000	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.	1 Old Jericho Turnpike, Jericho	Jericho Historic Preserve (Chesire House)	4
N/A	N/A	N/A	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	36 Old Jericho Turnpike, Jericho	Jericho Historic Preserve (Dr S. Carl Homestead)	ω
\$5,750	36 Months	\$5,750	Miscellaneous general repairs.	1816 Old Jericho Tpk, Jericho	Jericho Historic Preserve (Carriage Barn)	2
\$20,000	24 Months	\$20,000	Scrape and repaint exterior. Repair rear porch. Miscellaneous general repairs.	1740 Old Jericho Tpk, Jericho	Jericho Historic Preserve (Elias Hicks House)	
5,000			Miscela (Bous Congla) (BPS)	1954Middlet Neos III san 1888 Troa di Boutain III san 1888 MAStinadon an Alandi	kepisiteliin ouosael Kepisiteliin ouosael Keyliealiin oalisõules	
\$33,750	1 month- 6 month	\$33,750	Window leaks (all need replacement), interior plumbing leak and damage, need tile work in bath room.	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Lane Lodge - Apt.3)	0
\$15,000	1 month- 6 month	\$15,000	Replace appliances and general upgrade.	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Lane Lodge - Apt.2)	
\$50,000	1 month- 6 month	\$50,000	95 Middle Neck Road, Window, gutter and pointing issues. Radiators & electric, kitchen floor tiles. Install bath shower.  Needs upgrading and painting. Repair or replace cesspool if needed.	95 Middle Neck Road, Port Washington	Sands Point Park & Preserve (Lane Lodge - Apt.1)	
TESTINATE (COSTO)	innetrameton	1	APRENDIXIC	Piopert / Location	miber Bropetti Name	

:

Muttontown Park & Preserve (Nassau Hall - 3rd Floor)	Muttontown Park & Preserve (Nassau Hall - 2nd Floor)	Multonio Marabilistos	EldersheigtRinssewe Wellandousek	Eldersfield Preserve (Cottage)	Jericho Historic Preserve (Farmlane Cottage 2)	Jericho Historic Preserve (Farmlane Cottage 1)	bear Property Name
1864 Muttontown Road, Muttontown	1864 Muttontown Road, Muttontown	Agean (uttonio), media React (utorio inglia)	200 BardWashington) Boad Bon Washington	200 Port Washington Road, Port Washington	63 Route 106 - Oyster Bay Road, Jericho	63 Route 106 - Oyster Bay Road, Jericho	Plippelty Alcocation (%)
Improvement will be the responsibility of the tenant. The management company will only collect rent.	Improvement will be the responsibility of the tenant. The management company will only collect rent.	e improven en tylkos neurosogasio in tylkos Kalendar i Tiren er erge nen i companyayını on Kalendar i Tiren er erge nen i companyayını on	noalienalinatarionolintarionene, Engrantiarioeen	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.	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.	Needs eight new windows. Scrape and paint exterior. In addition to the work outlined by the proposer we would request the cesspool be replaced in the next year.	APRENDIXIC
N/A	N/A ·			\$5,750	\$2,300	\$15,000	Estimates costola Improvements
N/A	N/A		HI MOOTIS	36 Months	36 Months	24 Months	illimetrameton Improvements
N/A	N/A		1000 03 m	\$5,750	\$2,300	\$15,000	は Teliamelonniesymate Costroly Provements Impliovements

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.
Final Contract Appendix C REVISED 012907 xls2 1/30/2007

wn Park & Muttontown Land,  Fast Norwich  Will for its mile and a large state of the state of th	Road, Muttontown  Exterior paint touch up.  Will contain a serior paint touch up.	Needs minor repairs to plaster and touch up paint. Match siding throughout exterior.	Muttontown Park & 1920 Route 106, Preserve Muttontown Needs four windows and upgrade to kitchen. (Barnswallow Miscellaneous general repairs.  Carriage House)	Road, Muttontown  Replace appliances. Exterior painting touch up.	k & 1864 Muttontown Road, Muttontown good condition. Replace appliances. Kitchen upgrade.	Middle Architage and Architage
p. \$2,300		and touch up \$15,625 it exterior.	le to kitchen. \$11,500 pairs.	iting touch up. \$5,750		
ANTERNATION OF THE PROPERTY OF	36 Months	36 Months	24 Months	36 Months	24 Months	の Stimate Gostron - Nimetrameton Estimate Gostro Improvements - Improvements - Improvements
\$2,300		\$15,625	\$11,500	\$5,750	\$10,000	天産 (SED M Esumate-Gostro) Hmplovements

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.
Final Contract Appendix C REVISED 012907 xls2 1/30/2007

\$672,225	W.C.C.		Noad, Cleff Cove	(Caretake) OIII()	Total
0	wer \$4,000	Minor electrical. Replace appliances. Power	100 Crescent Beach	Wellwyn Preserve	35
\$17,750		Replace appliances and countertops. Gutters need to be repaired.	45 Sandy Hill Road, Oyster Bay	Tiffany Creek Preserve (Caretaker Unit)	34
NA A	en ·	Renovation are costly and the unit has been omitted from the proposal.	960 Washington Avenue, Plainview	Shattuck Estate (Apartment Unit)	33
NA	en .	Renovation are costly and the unit has been omitted from the proposal.	255 Bryant Avenue, Roslyn	Cedarmere (Cottage)	32
\$5,750	ļ	Needs repairs to bathroom. New kitchen floor and appliances.	2187 Washington Avenue, Seaford	Maintenance House Apartment	<u> </u>
\$30,000	, <u>,</u>	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 wall  Stucco repair on exterior wall. Repair trellis.  Repair exterior porch. Locate and repair wate leak. Exterior paint.	Northern Blvd, East Norwich	Muttontown Park & Preserve (Chelsea Lodge Gatehouse)	30
\$5,750	SS.	Minor repairs needed. Replace appliances Minor roof repairs.	Muttontown Land, East Norwich	Muttontown Park & Preserve (Chelsea Garage Apartment)	29
\$44,500	0 12	Plaster, drainage and gutter repairs are needed New bathroom and kitchen.  In addition to the work outlined by the proposer we would request the cesspool by replaced in the next year.	Muttontown Land, East Norwich	Muttontown Park & Preserve (Chelsea Maintenance Quarters)	28
Esimaje Costoji Esimaje Costoji		APRENDIX.C  Scope of Imagicvements:	Phopenty Leosatton		

Howard Ş. Weltzman Comptroller



Mincola, New York 11501 Aft Old County Road OFFICE OF THE COMPTROLLER

## HMENDENT # 2 ENCHOSED

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

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

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

CONTRACTOR ADDRESS: 27 E. Jericho Tpke.

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	late][#] ]	evaluation	<u>энТ</u> 	Proposals were evaluated.	pue	received
		ng, etc.]	due on website, itialli	no gunsouq anon Turin bosous	t the RRP	conțea o. Frenahař
		svailability of the l				
	as issued on	w streoposats	written reque	tered into after a	ilaci was en	uon aut
	or Proposals.	t to a Request f	urusand pa	tol was seiecte	ne contrac	ונ <b>וי ריו ד</b> ו
was published	for sealed bids on	st, responsible after a request [newspaper]	vas awarded	The contract <i>n</i>	.sbid bəl	tor sea
gaiwollot ət		: ("凶") xod 9t oitemroini b9t2:				

within the scope of the terms of that contract. and the attached memorandum explains how the purchase is required through a New York State Office of General Services C. Pursuant to General Municipal Law Section 104, the department is purchasing the services documents are attached). federal or New York State grant, by legislation or by a court order. (Copies of the relevant B. The memorandum explains that the contractor's selection was dictated by the terms of a perform in the most unmediate and timely manner. proposal, the proposer's unique and special experience, skill, or expertise, or its availability to awarded to the lowest cost proposer, or why the selected proposer offered the higher quality obtained. If two proposals were obtained, the memorandum explains that the contract was sole source provider of the personal service needed or explains why only two proposals could be submitted proposals. The memorandum describes how the contractor was determined to be the A. There are only one or two providers of the services sought or less than three providers obtain at least three proposals. memorandum from the department head explains why the department did not Pursuant to Executive Order No. 1 of 1993 as amended, the attached superior, and/or why the proposer has been judged to be able to perform more quickly than other delineation of the unique skills and experience, the specific reasons why a proposal is deemed contract was awarded to other than the lowest-cost proposer. The attachment includes a specific D B. The attached memorandum contains a detailed explanation as to the reason(s) why the A. The contract has been awarded to the proposer offering the lowest cost proposal, OR: describes the proposals received, along with the cost of each proposal. were solicited and received. The attached memorandum from the department head 1V. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals permitted to continue to contract with the county. received a satisfactory evaluation, the department must explain why the contractor should nevertheless be

produrement 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

The contract was originally executed by Massau 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

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

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

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

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 concerning independent contractors and employees indicates that the contractor would not be considered.

an employee for federal tax purposes.

"staff summary" form in lieu of a separate memorandum.

Columisitioner

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

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PROJECT

SUBOBJECT

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INDEX

GRANT DETAIL

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DOCOMENT REF

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

: COPKO600052 03 CONTRACT

: AMEND APPENDIX A & APPENDIX C

DE200 WISCETPANEONS CONTRACTURE SER 500 PDWINISTRATION

END DATE : END DATE :

## VMENDMENL NO: 3

hereto, this "Amendment"), between (i) Massau 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").

## MILNESSELH:

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 Movember 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. <u>Full Force and Effect</u>. 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.

D/B/V SMITH AND DECROAT REAL ESTATE SMITH AND DRAKE REALTY CORPORATION

By:

Marne: Motthan L. mrth

Title: President

Date: | 18/08

NASSAU COUNTY

By:

Title: Deputy County Executive

Tate:

STATE OF NEW YORK)

**MOTARY PUBLIC.** 

to me personally known, who, being by me duly sworn, did esides in the County of Massau, the municipal corporation described above instrument; and that he or she signed his or her name of the County Government Law of Massau County.	Deputy County Executive of the herein and which executed the
	)ss: COUNTY OF NASSAU)
Qualified in March 6, 2011.	STATE OF NEW YORK)
NOTARY PUBLIC; State of New York NOTARY PUBLIC; State of New York	**************************************
d of directors of said corporation.	MOTARY OF URE DOM
above instrument, and that he or she signed his or her name	
thand Drelk Realty Commerces, the corporation described	10/10 to 1010/201
	depose and say that he or she re
in the year 200 \(\frac{7}{\text{before me personally}}\) in the year 200 \(\frac{7}{\text{before me personally}}\) in the year 200 \(\frac{7}{\text{being by me duly sworn, did}}\)	Counce Mattheway 18 Tany of
	COUNTY OF NASSAU)
	;,22(

MANES G. CULLING MOTERT PUBLIC, State of Man No. 4881903 Qualified in Massau Count Sommission Expires Dec. 29,

IAPPENDIXIAWREVISEDIANO7

					1			
				Proposer's Monthly Percentage	1 1891 1	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000	25%	8%	81.9
int Park & (Superintendent's	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, fiving room, foyer, family room	776\$	10%	\$7,950	25%		%19
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%	%29
Wing)	95 Middle Neck Road; Port Washington	1 large bedroom, 900 square feet	\$379		\$850	25%	%8	82%
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%
-	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 9 2007

					Year 1			
•		-		Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Decree Name	Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	recentage	investment Percentage	the County (Percentage)
	95 Middle Neck Road, Port Washindon	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550	25%	%3 ·	67%
oint Park & e (Lane Lodge -	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350	75%	75%	%0
Historic Preserve ficks House)	1740 Old Jericho Tumpike, Jericho	2865 square feet 5 bedroom house.	\$1,664	10%	\$3,000	. 20%	%8	72%
Jericho Historic Preserve (Carriane Bam)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	25%	% 80	87%
	,	9 bedrooms, 5 1/2 baths, foyer,	,		•			
Jericho Historic Preserve (Or S. Carl Homestead)	35 Old Jericho Tumpike Jericho	kitchen, family room and laundry room		10%	\$2,500	20%	%8	72%
	1 Old Jericho	4 bedrooms, 2 1/2 baths, foyer, Ilving room,			: .			
Jericho Historic Preserve (Chesire House)	Jericho	Kitchen	\$2,531	10%	. \$3,000	20%	8%	72%

APPENDIX A REVISED NOOT

					rear			
•				Proposer's		Proposer's	Insurance	
		-		Monthly	1	Monthly	Deferred Maintenance	Monthly Net
				Percentage		Percentage	and Net Capital	Revenue to
	Property	Property	Current	Fee Prior to	Projected		Investment	the County
Property Name		Description	U&O Fee	Improvement	U&O Fee		Fercentage	(Percentage)
	57 Route 106	1 large bedroom, living room & eat kitchen, 1,200 smiare feet	\$514	10%	\$1,450	75%		%0
	SCHOOL	1 bedroom, living						
	63 Route 106	room, eat in kitchen & closed			····/			
Jericho Historic Preserve (Farmlane Cottage 1)	Oyster Bay Road, Jericho	in porch, 995 square feet	\$457	10%	\$1,250	25%	88	67%
	63 Route 106	1 bedroom, living room, living room,						
Jericho Historic Preserve (Farmlane Cottage 2)	Oyster Bay Road, Jericho	kltchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	%19
	200 Port Washington Road,	Studio cottage, eat in kitchen,	Prior Fee			%3C	. 80 . 80 	%19.
(Cottage)	Wanhasset	garage	OCOP I	2		2		
	1864	TiveCon	Drive Goo		. •		:	
Preserve (Nassau Hall) 2nd Floor	Mutton town Road	4,297 square feet	\$702	10%	\$3,072	25%	88	%19
	1864		•					
Preserve (Nassau Hall) 3rd Floor	Road	3124 square feet	\$702	10%	\$1,000	. 25%	8%	%29
		2 bedrooms, two		,				٠,
& I Hali -	1864 Mutton town Road	2 baths, living room, dining room, kitchen	806\$	10%	\$2,300	72%	8%	67%
Calcionse - Apr. 1	(coage	,						

					V. 4.4.4.			
					1001			
-				Proposer's Monthly		Proposers	Deferred Maintenance	Monthly Net
,	•			Percentage		Percentage	and Net Capital	Revenue to
	Property	Property	Current	Fee Prior to	Projected	•	Investment	The County (Percentage)
Property Name		Description	U&U ree	Improvenient	0000		26	
Mutton town Park & Preserve - Nassau Hall -	1864 Mutton town Road	2 small bedrooms,	\$746	10%	\$1,200	25%	%8	%19
Galstinuss - Aut. 2. Mathen from Park &	TO ANGEL	3 bedrooms, 2 bath, living room, dining room,						-
Preserve - Bam swallow Carriage House	1920 Route 106 Mutton town	office, garage workshop	\$957	10%	\$1,950	25%	%3	%29
		4 bedrooms, 4 1/2 baths, fover,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	٠			
		living room,	· · · · · · ·					•
Mutton town Pack &	•	and 2 family						
Preserve (Barn swallow Center)	1920 Route 106 Mutton town	rooms, outside pond	\$2,400	10%	\$2,800	20%	%8	72%
	1864	:	•				•	
Mutton town Park & Preserve - Nassau Hall	Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,000	25%	%8.	67%
Conigan #2								· · ·
Mutton town Park & Preserva - Blue Ocean	30 muton tomii Road, East Norwich, NY	Office space. (7) rooms/halfway	. \$0	10%	\$2,000	20%	%8	72%
Mutton town Park & Preserve (Chelsea Wing	36 Mutton town Road; East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	909\$	10%	\$850	. 25%	%3	%29
April Multipor town Park &	36 Mutton town	4 bedrooms, 2						
Preserve (Chelsea Maintenance Quarters)	Road, East Norwich, NY	baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	%0

					Year 1			
	•			Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Promorty Name	. Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	the County (Percentage)
	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,300	25%	%8	81.9
	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	0\$	. 10%	\$1,350	25%	%8	81%
	2187 Washington Averue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$850	25%	%8	%19
ek Preserve Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	25%	%8	%19
<b>Q</b>	100 Crescent Beach Road, Glen Cove.	2.5 bedrooms, 1,300 Square feet	098\$	10%	\$1,300	25%	%8:	67%
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$60,872			
	Annualized		\$313,848 Annualized	Annualized	\$730,464			

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The state of the s	,				Year 2			
				Proposer's Morrthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Property Name	Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	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%	%9	%69
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	226\$	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 II
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, Iving room, 700 square feet	Prior Fee \$574	10%	\$1,350	. 25%	75%	<b>%</b> 0
Sands Point Park & Preserve (Caretakets Unit Falaise Mansion Wing)	95.Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	<b>%</b> 9.	%69
	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	%9	79%
Sands Point Park & Preserve (Garage Maintenance Buildino)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	%9	%59
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		75%	%0

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					Year 2			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentade)
Property Name		Describution		michaelana				
Point Park & Je (Lane Lodge -	95 Middle Neck Road, Port	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,500	25%	20%	25%
Apr. 2)	*Yaching Con	Living room						
Sands Point Park & Preserve (Lane Lodge - Ant 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	%0
	1740 Old							
Jericho Historic Preserve (Elias Hicks House)	Jenaid Tumpike, Jenaho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	39%	41%
	1816 Old	2 bedrooms, 1						
Jericho Historic Preserve	Jenaro Tumpike, Jenaho	kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	%9	74%
(callage carry)		9 bedrooms, 5						•
	•	living room,	٠.		•		•	
	35 Old Jericho	Kitchen, family	• •	٠			•	•
Jericho Historic Preserve	Tumpike	room and laundry	0\$	10%	\$2,500	. 20%		.74%
(Dr. S. Cell Milloreda)		4 bedrooms, 2 1/2 baths, foyer,				٠		
	1 Old Jericho	living room,	·				,	
Jericho Historic Preserve	Tumpike, Jericho	dining room, kitchen	\$2,531	10%	\$4,000	20%	. 61%	19%
(Chicago Todos)								

					Year 2			
				Proposer's Wonthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
_				Percentage		Percentage	and Net Capital	Revenue to
Drythathy Name	Property	Property . Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
	A STATE OF THE PROPERTY OF THE	4 famo hadmom						
Jericho Historic Preserve		living room & eat					**************************************	
(Familane Bam)	57 Route 106 Jericho	kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	%0
		1 bedroom, living						
		room, eat in						
	63 Route 106	Kitchen & Glosed	**					
Jericho Historic Preserve Farmiane Cottade 1)	Oyster Bay Road, Jericho	in porch, 950 square feet	\$457	10%	\$1,250	20%	. 53%	27%
		1 bedroom, living						
٠	63 Route 106	room, living room,	Orion Cop					
ere.	Oyster Bay	Krichen 559 square feet	3586 3586	10%	\$1,000	25%	29%	46%
(ramiane Conage 2)	ויסמתי הפונים וכ							
	200 Port .	;	•			****		
	Washington	Studio cottage,	Diego I				•	•
Eldersfield Preserve	Road, Manhasset	eat In Kilchen, garage	059\$	10%	\$500	25%	26%	19%
(agamon)								•
Mutton town Park &	1864	TANANA	Dior					
Preserve (Nassau Hall)	Mutton town	4,297 square feet	\$702	10%	\$3,072	25%	%8	%29
200 - 117		**		•		•		-
Mutton town Park &	1864		• *		•			,
Preserve (Nassau Hall)	Mutton town	3124 square feet	\$702	10%	\$1,000	25%	%9	%69 .
		2 bedrooms, two				,	•	
Mutton town Park &	1864	2 baths, living						
Preserve - Nassau Hall -	Mutton town	room, dining	4003	10%	\$ 500	20%	24%	%99
Gatehouse - Apt. 1	Road	room, kikalen	20004	2/2	١		Pro	,

APPENDIX A REVISED TOUS

					Year 2			
	•			Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Property Name	Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Abt. 2	1864 · · · · · · · · · · · · · · · · · · ·	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	25%	50%
Mutton town Park & Preserve - Barn swalfow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	<i>19</i> 6\$	10%	009'2\$	. 25%	. 56%	19%
Mutton town Park & Preserve (Bam swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dring room, den and 2 family rooms, outside pond	\$2,400	10%	83,500	20%	29%	51%
Mutton town Park & Preserve - Nassau Half Courtvard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	. \$677	10%	. \$1,150	%57	%**4	61%
ark & Ie Ocean	36 Mutton town Road, East Norwich, NY	Office space (7) rooms/hallway	\$0.	10%	\$2,000	%0%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, fiving room 992 square feet	\$606	10%	\$850	. 25%	.25%	%05
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 batts, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

					Year 2			,	
Donnorty Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	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 Carare Apartment)	36 Mutton town- Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	25%	90%	
	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	.00,	\$1,500	. 25%	75%	%0	
	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	098\$	10%	\$3,500	20%	80%		
Welvyn Preserve Caretaker Unith	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	Monthly	\$68,597				
			\$313,848	\$313,848 Annualized	\$823,164				

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GOZTEHANGES ARESPADED GRAX WITH GREEN FELERING GAĞDİTIĞIN GERINEFINE FEVENIF "PAĞD TOLIBE COUNTY FROM OCTOBER DECEMBER 2007 GAĞDİTIĞIN GERINEFINE FEVENIF "PAĞD TOLIBE COUNTY FIXON OCTOBER DECEMBER 2007

					Year 3			
	***************************************		,	Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property '	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's	95 Middle Neck Road, Port	3 Bedrooms, 2 bath, living room,	Prior Fee	10%	\$3.500	25%	818	14%
Quarters) Sands Point Park & Preserve (Superintendent's	Washington 95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	. 78\$	40%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling AllewHennery Aut. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, fiving room, 700 square feet	\$574	10%	\$1,700	25%	75%	<b>%0</b>
Sands Point Park & Preserve (Bowling Alley/Hennery Act. 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 In the Palaise-Mansion Wind)	95 Middle Neck. Road, Port Washington	t large bedroom, 900 square feet	\$379	10%	\$1,000	25%	47%	28%
Sands Point Park & Preserve (Mille Fleurs - 14t & 2nd Flaoris)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	.35%	%0CX
Sands Point Park & Preserve (Garage Maintenance Brillifon)	95 Middle Neck Road, Port Washinoton	1 bedroom, 2 smaller rooms, 1,000 square.feet	602\$	. 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		75%	%0

APPENDIX A REDISEDITOR A SELECTION OF THE SELECTION OF TH

					Year 3			·
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance and Net Canital	Monthly Net Revenue to
orange Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee	A	Investment Percentage	the County (Percentage)
	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	35%	40%
Point Park & '	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	%0
Historic Preserve Hicks House)	1740 Old Jericho Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	45%	35%
Jericho Historic Preserve (Caniace Bam)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	40%	40%
0	35 Old Jericha Tumpike	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry		7007		7,000	28	75%
estead). Preserve	Jericho 1 Old Jericho Tumpike,	100m 4 bedrooms, 2 1/2 baths; foyer, living room, dinting room, kitchen	\$2.531	%DF.	\$4,000	20%	5%	75%
(Chesire House)	Jane N.							

APPENDIX AN REVISED TO THE

		,			Year 3			
				Proposer's		Proposer's	Insurance	7
				Monthly Percentage		Monthly	Deferred Maintenance and Net Capital	Revenue to
Dropatty Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County. (Percentage)
Jericho Historic Preserve (Farmlane Bam)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	%()
Jericho Historic Preserve (Farmiane 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%	%85	17%
ilve	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	. 10%	\$1,000	25%	9%9	70%
	200 Port Washington Road; Manhasset	Studio cottage, eat in Kitchen, garage	Prior Fee \$650	. 10%	\$500	25%	9%	%02
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 Multon town Road	3124 square feet	\$702		\$1,000	25%	%9	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%	78%	52%

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					Year3			
				Proposer's Monthly Percentage	,	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Irrvestment Percentage	the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Multon town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	%62	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	<i>1</i> 96\$	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow	1920 Route 106	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside			-			1
Center)	Mutton town	pond	\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Multon town Road Multon town	1 bedroom, 1 bath, living room	. \$677	10%	\$1,150	25%	15%	%09
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space- (7) rooms/hallway	0 <b>\$</b>	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mútton town. Roạd, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%		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%	808	%0

		1			Year 3			
;				Proposer's Monthly		Proposer's: Monthly	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee	S S S S S S S S S S S S S S S S S S S	Investment Percentage	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%	29%	46%
	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	. 75%	%0
92	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
ek Preserve Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, fiving room, 3,756 square feet	\$350	10%	\$3,500	20%	%08	
v	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
	Monthly (Less Prior Fees) Annualized		\$26,154 Monthly \$313,848 Annualized	Monthly Annualized	\$70,022			

	Monthly Net Revenue to	the County (Percentage)	%0	75%	8	%0	70%		40%	:
	Insurance Deferred Maintenance and Net Capital	Investment Percentage	75%	%5	75%	75%		85%	,65%	
	Proposer's Monthly Percentage		25%	20%	25%	. 25%		. 15%	25%	
Year 4		Projected U&O Fee	\$3,500	\$2,800	\$1,700	\$1,350	\$1,000	\$6,600	\$1,700	
	Proposer's Monthly Percentage	Fee Prior to improvement	10%	10%	10%	10%	10%	10%)	10%	
		Current U&O Fee	Prior Fee \$567	\$977	\$574	Prior Fee \$574	\$379	\$5,624	60.2\$	
		Property Description	3 Bedrooms, 2 bath, living room, dining	3 bedrooms, 1.5 bath, living room, foyer, family room	1 large bedroom, Ilving room, 700 square feet	1 large bedroom, living room, 700 square feet	1 large bedroom, 900 square feet	Large home	1 bedroom, 2 smaller rooms, 1,000 square feet	2 bedrooms, 2 small bedrooms, approximately
		Property	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port
		Property Name	Sands Point Park & Preserve (Captain's Cuarters)	int Park & (Superintendent's	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Wing)			

APPENDIX AVREVISED TOTAL

•			_		Year 4	_		
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Descende Morre	Property	Property	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge	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 - April 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	%59	10%
Jericho Historic Preserve (Effas Hicks House)	1740 Old Jericho Tumpike,	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	9%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	. 20%	2%	75%
, and a second		9 bedrooms, 5 1/2 baths, foyer, :				•		•.
Jericho Historic Preseive (Pr. S. Carl Homestead)	35 Old Jericho Tumpike Jericho	kitchen, family room and laundry room	0\$	10%	\$2,500	20%	%9:	75%
		4 bedrooms, 2 1/2 baths, foyer,						
Jericho Historic Preserve (Chesire House)	1 Old Jenano Tumpike, Jericho	diring room, Kitchen	\$2,531	10%	.\$4,000	20%	808	320 Page 1

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					rear 4	Dronocorte	e de la contra del la contra del la contra del la contra de la contra del la contra de la contra de la contra del la contra	
		,		Monthly		Monthly	Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and net capital	the County
Property Name	6 indo:		U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 karge bedroom, living room & eat kitchen, 1,200 souare feet	\$514	10%	\$1,450	. 25%	75%	%0
ive	63 Route 106 Oyster Bay	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	75%	39%	36%
(ratinate Counge 1) Jericho Historic Preserve Jericho Alstonic Preserve	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	%9	70%
	200 Port Washington Road, Manñasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	.25%	%5	70%
Mutton town Park & Preserve (Nassau Hall)	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	%8	%19%
Mutton town Park & Preserve (Nassau Hall)	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	9%	70%
Mutton town Park & Preserve - Nassau Hall -	1864 Mutton town	2 bedrooms, two 2 baths, fiving room, dining		40%			5%	75%
Gatehouse - Apt. 1	Road	room, kitchen	2000		202			

APPENDIX A PEVISED TOO

			•					
					Year 4			
				Proposer's Monthly Percentana		Proposer's Monthly Percentage	insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		investment Percentage	the County (Percentage)
Mutton town Park & Preserve - Nassau Hall -	1864 Mutton town	2 small bedrooms,	9723	10%	\$4.350	%\$rC	%G	70%
Garehouse - Apt. 2 Mutton town Park & Preserve - Barn swallow	1920 Route 106	3 bedrooms, 2 bath, living room, dining room, office, garage		7	8	7600	% *	75%
Carrage House	אנתנסו נסאנו	4 bedrooms, 4 1/2 baths, foyer, living room,						
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtvard #3	1864 Multon town Road Multon town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	. 25%	2%	70%
Park & Ie Ocean	36 Mutton town Roed, East Norwich, NY	Office space- (7) rooms/hallway	\$	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%	2%	%0Z
n Park & Shelsea e Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	%08	

APPENDIX A REVISED/AUTO

					Year 4			
	Property	Property	Current	Proposer's Monthly Percentage Fee Prior to	Projected	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentate	Monthly Net Revenue to the County
Property Name Mutton town Park & Preserve (Chelsea General Abartment)	36 Mutton town Road, East Nowich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	. 5%	
Mutton town Park & Preserve - Chelsea	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	<b>960</b>
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	%5	70%
ek Preserve Unit)	45 Sandy Hill Road, Cyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	<b>200</b>
Welwyn Preserve (Caretaker Unit)	100 Crescent: Beach Road, : Glen Cove	2.5 bedrooms,	\$350	10%	\$1,700	20%	5%	75%
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022	•		
	Annualized		\$313,848	\$313,848 Annualized	\$840,264	•	• • •	

					Vear			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Property Name	Property	Property Description	Current U&O Fee	rercentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	the County (Percentage)
Sands Point Park & Preserve (Captain's Onarters)	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	S bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	%9	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%	300 S
Sands Point Park & Preserve (Bowling AlleyiHennery Apt. 2)	95 Middle Neck Rdad, 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.targe bedroom, 900 square feet	\$379.	10%	\$1,060		%3	%69
	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	%9	%6.2
& ding)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	%9:	%69
	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000		75%	

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CHANGES AND SHARE SHARE SHARE			

. 74%.	<b>%</b> 9 ·	20%	\$4,000	10%	\$2,531	kitchen	Jericho	(Chesire House)
	•	•				dining room	Trimpike	Jeroho Historic Dreserve
	•••				•	Thing room	' O'M legistro	
					,	1/2 baths, fover		
	,					4 bedrooms, 2		
74%	. 9%	20%	\$2,500	10%	O\$	room	Jericho	
						room and laundry	Tumpike	Jericho Historic Preserve
		• .	•	.•	•	kitchen, family	35 Old Jericho	
:				ï	٠.	living room.		
	•		•			1/2 baths, foyer,	•	
						9 bedrooms, 5		
74%	%	20%	\$1,500	40%	\$586	2 1/2 garage	Jericho	(Camage Barn)
						kitchen, dinette &	Tumpike,	Preserve
						bath, living room,	Jericho	
	,					2 bedrooms, 1	1816 Old	
74%	969	20%	\$3,000	10%	\$1,664	5 bedroom house	Jericho	
						2865 square feet	Tumpike,	(Elias Hicks House)
-							Jericho	Jericho Historio Preserve
							1740 Old	
34%	41%	25%	\$1,800	10%	\$633	1.5 baths	Washington	Apt. 3)
			·			2.5 bedrooms	Road, Port	Preserve (Lane Lodge
-						Dining room	95 Middle Neck	Sands Point Park &
			٠			Living room		
%69	%9	25%	\$2,000	40%	\$724	1 beth	Washington	
_						2.5 bedrooms	Road, Port	- 95
		,				No dining room	95 Middle Neck	Sands Point Park &
(Percentage)	Percentage		U&O Fee	Improvement	U&O Fee	Description		Property Name
the County	Investment		Projected	Fee Prior to	Current	Property	Property	
Revenue to	and Net Capital	Percentage		Percentage				
Monthly Net	Deferred Maintenance	Monthly		Monthly	•			
	insurance .	Proposer's		Proposer's			w to	•
			Year 5					

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					Year 5			w.
-				Proposer's		Proposer's	Insurance	
				Monthly		Monthly	Deferred Maintenance and Net Capital	Monthly Net Revenue to
Control Marie	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Jericho Historic Preserve (Farmlane Bam)	57 Route 106	1 large bedroom, living room & eat kitchen, 1,200	. 5574	10%	\$1.450	25%	75%	8
SIVE	Sa Route 106 Oyster Bay	oppose the control of	\$457	10%	\$1,250	25%	%9	%69
(Fairmais Courage 1) Jericho Historic Preserve (Familiane Cortage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living noom, living room, kitchen 559 square feet	Prior Fee \$586	. 10%	\$1,000	25%	%9	<b>%</b> 69
	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee -\$650	. 10%	. \$500	25%	%9	, 69
wn Park & (Nessau Hall)	1864 Multon town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3.072	25%	67%	79%
n Park & Nassau Hall)	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	%9	%69
wn Park & - Nassau Hail - 90 - Apt, 1	1864 Mutton town Road	2 bedrooms, two 2 baths, flving room, dining room, kitchen	\$908	10%	\$2,500	20%	%9	74%

					Year 5			
				Proposer's Monthly		Proposer's Monthly	insurance Deferred Maintenance	Monthly Net
Property Name	Property	Property Description	Current U&O Fee	Percentage Fee Prfor to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living roon	\$746	10%	\$1,350	25%	%9	%69
Mutton fown 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%	%9	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	\$2,400	10%	\$3,500	20%	%9	74%
town Park & e - Nassau Hall rd #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	2/29\$	10%	\$1,150	75%	%9	%69
Park & ue Ocean	36 Mutton town Road, East Norwich, NY	Office space (7) rooms/halfway	8	. 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%	%9	%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%	200 C C C C C C C C C C C C C C C C C C

					Year 5			
				Proposer's Monthly Percentage		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	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%	~%9	
	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	0\$	10%	\$1,500	25%	75%	
92	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	. 10%	\$1,000	25%	%9	%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
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	.\$350	10%	\$1,700		%9	74%
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022			
	Annualized		\$313,848 Annualized	Annualized	\$840,264			

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AppendixtG Capital Expenditures As: of Saptember 30,2007
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Appendi Capital E As of Se
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Sands Point Park & Preserve-Captain's Quarters Sands Point Park & Preserve-Superintendent's Quarters				New kitchen, new lioors throughout hist floor, roor
Sands Point Park & Preserve-Superintendent's Quarters	70,300,00 70,300,00	\$ 26,800.00	· 69	repairs, upgrade electric and plumbing to code, upgrade heating and interior painting.
	5,103.54	5,103.54	,	Ritchen 160s, tub spout, outside goor, new oil tired gui and oil buner chamber.
Sands Point Park & Preserve-Bowling Alley Apt. 1	33,550.00	33,550.00	•	Replace rotted wall studs and celling beaths, root 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	ı	Gut apartment. Replace folted 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	350,00	7,500.00	Kitchen sink and strainer. Interior paint and kitchen appliances.
Sands Point Park & Preserve-Mille Fleurs	•	,	1	NA
Sands Point Park & Preserve-Carage Maintenance	1,466.43	1,466.43	_	New piping and fiftings 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 we sections where needed, cesspool planning, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new closet, light fixtures, new and/or refinished floors. Windows,
				Replace kilchen celling and install new studs where
Sands Point Park & Preserve-Lane Lodge Apt 2	15,573.65	5,573.65	10,000.00	restated in Glosel, paint and withow was 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 code, interior paintling, refinish and/or install wood floor and window well covers. Windows.
Lericho Historic Presenve-Eilas Hicks House	19,450.00	19,450.00	•	Convert banncom to onice space, repair windows, resorem door, repair side entrance, new cellar stom door, repair structural damage on porch and exterior painting.
Lericho Historic Preserve-Carriage Barn				NA
Jericho Historic Preserve-Dr. S. Carl Homestead	1		٤	NA
Jancho Historic Preserve-Chesire House	15,648,40	15,648.40	•	Exterior painting, new shutters, roof flashing, window caulking and hose bibs.
Jeńcho Historic Preserve-Farmlane Barn	62,325.00	62,325.00		New Kitchen, new batinoom, upgrade electric and pumbing to code, closets, sump pump, lighting, drywe remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, deaders and gutters, screen doors, landscaping and deanup.

Total

Capital Expenditures As of September 30, 2007				
Stationary of the second secon	Security of States of Sectual to 09/30/07	- Actual to 09/30/07	S Sunna W	The state of the south of the state of the s
				New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom,
Jaricho Historic Preserve-Farmiane Cottage 1	45,274.60	15,	30,000.00	floors, intenor painting and windows.
Janho Metoric Preserve Tamiane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting.
VAINTY TOWNS TO THE STATE OF TH				interior painting, wai repairs, new guiters and readers, patio repairs, gazebo repaired and painted and
Fiderafield Preserve-Cottage	3,000.00	3,000,00	1	landscaping.
Mittentrum Park & Preserve-Nassau Hall 2nd Floor			•	NA
Mutostylin Dark & December Nacest Hall 3rd Floor	t	•		NA NA
Multiplication Days & Dreconce Naccol Hall Art 1	2,196.50	2,196.50	*	Oil burner repairs.
Millioniowii Ferna Frese vernaeseu ich ihr. 18. Hantsun Dark & Desema, Massan Hall Ant 2	622.67	622.67	*	Oil burner repairs.
Wildlithmii an Circony V. Tacona	15.000.00	,	15,000.00	Eathroom, partial interior painting and illow remediation.
Mutonown Park & Preserve Barramanov Carrage	14 013 80	6.513.80	7.500.00	Caling repracement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	622.66		1	Oil burner repairs.
MUTOTIOWN PAIK & Preservendasedu nau Apu V			•	New Kitchen, rear decking, replace rotted wood ilooks and plaster repairs. Roht fixtures, carpet runners and
1. The state of December North Witness and Broth Hillor	22,635.00	22,635.00		bathroom upgrade.
MULTANIOW I FEIN & Freedrich Williams Carefolder Init	13,250.00	13,250.00	*	Interior painting, new kitchen, bathroom upgrade.
MUTONTOWN PERK & Fresch Verusiasea Carocarea with				New kitchen, upgrade two bathrooms, new tirst noor 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
Muttontown Park & Preserve -Chelsea Maintenance	92,923.23	°		and replace rotted wood in thost and walls as needed.
Muttontown Park & Preserve-Chelsea Garage Apt	5,300.00	5,300.00		Exeror paining.
				New kitchen, new bathroom, upgrade electric and
		•		pluming to code, promotely for realization for the for lattice, upgrade boiler, kitchen oeiting replaced, interfor
Carlotte o December ( Andrews ) when Carlotte Carlotte	50,990.42	50,990.42	,	painting, refinish wood floors, exterior painting,
MURIOROM Park & Fresh verculated Louge Castrions	2,079.60	2,079,60		Plumbing upgrades:
130Kapusan rreserventantantar radio recommen				New kitchen, upgrade one baintooms, two new bathrooms, upgrade electric and plumbing to code,
	•		· F	interior painting, refinish and/or install wood floors.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	nn'nac',	Every per un 3-
Wellwyn Preserve-Caretaker Unit				

## AMENDMENT NO. 2

hereto, this "<u>Amendment</u>"), between (<u>i</u>) 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, Eisenbower Park, East Meadow, NY 11554, and (<u>ii</u>) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Betate, having its principal office at 27 East Meadow, NY 11554, Mineola, NY 11501 (the "Contractor").

## MILNESSELH:

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 coupants.

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

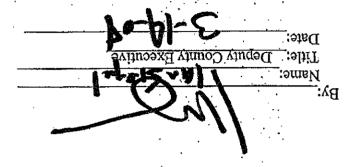
1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

2. <u>Full Force and Effect</u>. 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.

D/B/A SMITH AND DEGROAT REAL ESTATE

NYSZYN CONNIA.



COUNTY OF NASSAU) **SLYLE OF NEW YORK)** 

thereto by authority of the board of directors of said corporation. depose and say that he or she resides in the County of Suffer that he or she is the remember of mith and which executed the above instrument; and that he or she signed his or her name herein and which executed the above instrument; and that he or she signed his or her name that he or she is the to me personally known, who, being by me duly sworn, did in the year  $200 \frac{2}{8}$  before me personally JUNAUGERY

7918197 ON NOTARY PUBLIC, State of New York MEAL D. PEYSUER

Committeeion Expires March 6, 201 Qualifled in Nassau County

STATE OF NEW YORK)

NOTARY PUBLIC

COUNTY OF NASSAU)

herein and which executed the above instrument; and that he or she signed his or her name Deputy County Executive of the County of Massau, the municipal corporation described depose and say that he of she resides in the County of Mossan ; that he or she is a to me personally known, who, being by me duly sworn, did in the year  $200 \times 100$  before me personally To yab Z

thereto pursuant to Section 205 of the County Government Law of Massau County.

Qualified in Nassau Coun. Rs. Dec. 29, MATARIA PUBLIC, State of N Editor Public, State of N Editor Public Publi Collin

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APPENDIX A REVISED TOOT IN

					Year 1			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to
Property Name		Describtion	USOFee	Improvement	U&O Fee		Percentage	(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	7.76\$	10%	\$1,950	25%	%8	%29
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%	<b>%</b> 8	67%
Sands Point Park & Preserve (Bowling AlleyfHennery 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 Palaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	40%	\$850	25%		829
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%	88	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 REWSED TONZ

					Year 1			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to the County
Property Name		Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Point Park & re (Lane Lodge -	95 Middle Neck Road, Port	No dining room 2.5 bedrooms	\$774	10%	\$4.550	25%	%8	67%
Apt. 2)	V desimple!	I faing morn						
Sands Point Park & Preserve (Lane Lodge - Act, 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350	25%	75%	%0
Historic Preserve licks House)	1740 Old Jericho Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	%8	72%
Jericho Historic Preserve (Camiace Bam)	1816 Old Jencho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	25%	%8	%19
		9 bedrooms, 5 1/2 baths, foyer,				•		•
	35 Old Jericho	irving room, kitchen, family	•			:		• • •
Jeacho Historic Preserve (Dr. S. Carl Homestead)	Tumpike Jericho	room and laundry	80	10%	\$2,500	20%	8%	72%
		4 bedrooms, 2						
	1 Old Jericho	living room,						
Jericho Historic Preserve. (Chesire House)	Tumpike,	dining room, kitchen	\$2,531	10%	\$3,000	20%	8%	72%

APPENDIXA REVISED TO 07

					Year 1			
	<del>.</del>			Proposer's		Proposer's	Insurance Deferred Melaforence	Roothly Not
-				Percentage		Percentage	and Net Capital	Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
		1 targe bedroom,						
Jericho Historic Preserve (Farmlane Barn)	57 Route 106	living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	%0
		1 bedroom, living						
		room, eat in		•			•	
	63 Route 106 ·	kitchen & dosed	***	. <b>.</b> .				
Jericho Historic Preserve (Farmiane Cottage 1)	Oyster Bay Road, Jericho	in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	%1.9
		1 bedroom, living						
	63 Koure 105	room, living room,	Drior Fee					
Jencho Histonic Preserve (Farmlane Cottage 2)	Cyster pay Road, Jericho	559 square feet	\$586	10%	\$1,000	72%	8%	%19
								•
	Zou Fort Washington	Studio cottage.		<del></del>				
Eldersfield Preserve	Road,	eat in kitchen,	Prior Fee					
	Manhasset	garage.	\$650	10%	\$200	25%	%8:	67%
, 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1	1007		: •			•		••
	Mutton town	VACANT	Prior Fee					:
2nd Floor	Road	4,297 square feet	\$702	40%	\$3,072	. 25%	. 8%	%29
			٠.			•		· .
Mutton town Park &	1864			7				
Preserve (Nassau Hall)	Mutton town	240.	6.77.00	7007	2000	250	%	E7%
3rd Floor	Hoad	3124 Square teet	707	8/ D	2000	0/27	2/2	2
		2 bedrooms, two	,					
Mutton town Park &		z pains, irving						
Preserve - Nassau Hall -	Mutton town	room, airling	COUR	10%	\$0300	25%	***	%19
Gatehouse - Apt. 1		100111, NIGHTSH	700	1,7,7,1			TERE	

APPENDIX A KEVISED ROLL

					Year 1			
				Proposer's		Proposer's	Insurance Deferred Maintenance	Monthly Net
				Percentage		Percentage	and Net Capital	Revenue to
Dronord Nemo	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Mutton town Park &	1864							,
Preserve - Nassau Hall - Gatehouse - Apt. 2	Nutton town Road	1 bath, fiving room	\$746	10%	\$1,200	25%	8%	%19
		3 bedrooms, 2 bath, living room,						
Mutton town Park & Preserve - Bam swallow Carriane House	1920 Route 108 Mutton town	dining room, office, garage workshop	\$957	10%	\$1,950	25%	8%	67%
		4 bedrooms, 4 1/2 baths, foyer,						
		fiving room, dining room, den	<del></del>		٠			
Mutton town Park & Preserve (Barn swallow	1920 Route 106	and 2 family rooms, outside	\$ 400 \$	10%	\$7.800	. 50%	. 88	72%
Center)	1864			٠				
Mutton town Park & Descend - Naccard Half	Mutton town Road	1 bedroom, 1	,		,			•
	Mutton town	통	\$677	10%	\$1,000	25%	8%	67%
	36 Mutton town			,		•		
Preserve - Blue Ocean	Road, East Norwich, NY	Unice space- (7) rooms/halfway	\$0.	10%	\$2,000	20%	8%	72%
Mutton town Park &	36 Mutton town	1 bedroom, 1		•				
Ving.	Road, East Norwich, NY	bath, living room 992 square feet	\$606	10%	\$850	25%	8%	. 67%
Mutton town Park &	36 Mutton town	4 bedrooms, 2						
Preserve (Chetsea Maintenance Quarters)	Road, East Norwich, NY	baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	%0

				<del></del>			
	Monthly Net Revenue to the County (Percentage)	%19	%1.9		87%	67%	
	Insurance Deferred Maintenance and Net Capital Investment Percentage	%8	%8	%8	%8	%8	
	Proposer's Monthly Percentage	25%	722%	25%	25%	25%.	
Year	Projected U&O Fee	\$1,300	\$1,350	\$850	005,83	\$1,300	\$60,872
	Proposer's Monthly Percentage Fee Prior to Improvement	10%	10%	10%	10%	10%	\$26,154 Monthly \$313.848 Annualized
	Current U&O Fee	\$672	80	\$672	\$350	\$350	\$26,154 Monthly \$313,848 Annuali
	Property Description	2.5 bedrooms, 1 bath, 1,100 square feet	2.5 bedrooms, 1 bath, ERIK, 899 square feet	1,280 Square feet 2nd floor only	3 bedrooms, 2 baths, den, living room, 3,756 square feet	2.5 bedrooms, 1,300 Square feet	
	Property	36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	2187 Washington Avenue Seaford	45 Sandy Hill Road, Oyster Bay	100 Crescent Beach Road, Glen Cove	Monthly (Less Prior Fees)
	Property Name			92	ek Preserve. Unit)		

			-  -		Year 2			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to
Property Name		Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentzge)
Sands Point Park & Preserve (Captain's Duariers)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	. 10%	\$2,625	25%		%69
oint Park & (Superintendent's	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	76%	4%
int Park & (Bowling nery Apt. 1)	95 Middle Neck Road, Port Washingkon	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	
50	95 Middle Neck Road, Pórt Washington	1 large bedroom, Ilving room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	%0
Wing)	95.Middle Neck Road, Port Washington	1 large bedroom, 900 square feef	\$379	10%	\$1,000		%0	%69
	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	%9	%67
නි අ	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709.	10%	\$1,700	. 52%	%9	%69
	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	%0

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					\$		and the second second	
	•				rear 2			
				Proposer's Monthiv		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
•	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to the County
Property Name		Describation	UAC Fee	Improvement	Date ree		afraile I	ASSISTANTA I
Sands Boirt Bark &	95 Middle Neck	No dining room				,		•
Preserve (Lane Lodge -	Road, Port	2.5 bedrooms	\$724	10%	\$1,500	25%	50%	25%
( T) T)		Living room						
Sands Point Park &	95 Middle Neck	Dining room						
Preserve (Lane Lodge -	Road, Port	2.5 bedrooms	\$633	10%	\$1,800	72%	75%	%0
The O.	1740 Old							
Lericho Historic Preserve	Jerîcho		-					
(Elias Hicks House)	Tumpike,	2865 square feet		,000	900	Jovo	200	10+1
	Jericho	2 pedroom house	\$1,664	%O2	\$3,000	20%	02.50	0/14
	1816 Old	2 bedrooms, 1						
	Jericho	bath, living room,						
Jericho Historic Preserve	Tumpike,	kitchen, dinette &	0014	706	004			707
(Carriage Bam)	Jericho	2 1/2 garage	0000	2	000.10	2070	0/0	Of L
	•	9 bedrooms, 5					•	•
•		1/2 baths, foyer,	٠	•			•	•,
	· ·	living room,		•		•		
	35 Old Jericho	Kitchen, family			•	,		• ,
Jericho Historic Preserve	Tumplike	room and laundry		;				1011
(Dr. S. Carl Homestead)	Jericho	noom	80	10%	\$2,500	20%	20	0/4/
		4 bedrooms, 2		•		•	, , ,	
		1/2 baths, foyer,	:					
	1 Old Jericho	fiving room,						
Jericho Historic Preserve	Tumpike,	dining room,		. 10%	\$4,000	20%	81%	19%
(Chesire House)	Selicio	T. Island						

APPENDIX A KEDISED AND TO THE

					Year 2			
				Proposer's Monthly Percentage		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Jerioho 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%	<b>%</b> 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%	%29%	27%
irve	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	200 Port Washington Road, Manhasset	Studio cottage, eat in klichen, garage	Prior Fee \$650	10%	\$500	25%		%61
Wutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Multion town Road	VACANT. 4,297 square feet	Prior Fee \$762	10%	\$3.072	25%	%8	%19
Mutton town Park & Preserve (Nassau Hail) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	%9	%69
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Aot. 1	1884 Mutton town Road	2 bedrooms, two 2 baths, living room, diring room, kitchen		10%	\$2,500		24%	26%

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					Year 2			
		·		Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
				Percentage	,	Percentage	and Net Capital	Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to improvement	Projected U&O Fee		Investment Percentage	(Percentage)
Mutton town Park & Preserve - Nassau Half - Gatehouse - Apf. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	79%	50%
Mutton town Park & Preserve - Barn swallow Carrisos House	1920 Roufe 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 Multon town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	005'88	20%	29%	
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 Nonvich, NY	Office space. (7) rooms/halfway	\$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		\$850	. 25%	25%	30%
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

					Year 2				
Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	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%	25%	%09	
Mutton town Park & Preserve - Chelsea I odde 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	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	75%	20%	
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%		27
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	15%	%59	
			į						
	Monthly (Less Prior Fees) Annualized		\$25,154 Monunity \$313,848 Annualf	\$25,134 Monuny \$313,848 Annualized	\$823,164	•	•		-
	The state of the s			٠,			•		

					Vaser			
				Proposer's	2 120	Proposer's	Insurance	Manage by Man
				Monthly Percentage		Monthly Percentage	Deferred Maimenance and Net Capital	Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Irrvestment Percentage	the County (Percentage)
Sands Point Park & Preserve (Captain's Oxorners)	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%	%9	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, Iving room, 700 square feet	\$574	10%	\$1,700	. 25%	75%	
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
Wing)	95 Middie Neck Road, Port Washington	1 fargé bedroom, 900 square feet	\$379	10%	\$1,000		47%	28%
	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	35%	94952
Sands Point Park & Preserve (Carage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	-602\$	10%	\$1,700	25%	47%	
	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	. 75%	%0

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OF CHANGESARE SHADED CRAIN WILH SKEEN LEINENNS. ADD ITOVITHEN EINETREVEN PAND ITO THE COUNTY FROM OCTOBER DECEMBER 2007. IN BERTINGERITON EXCEPT FORMILLE FLEURS IN NOVEMBER AND DECEMBER 2007.

					Year 3			
		•		Proposer's Monthly Percentage		Proposer's Monthly Percentage	insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Aot. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	352	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 Historio Preserve (Elias Hicks House)	17740 Oid Jericho Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	45%	. 35%
Jericho Historic Preserve (Caniage Bam)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, fiving room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	. 20%	40%	40%
Jerioto Historic Preserve	35 Old Jericho Tumplike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, ktrchen, family room and faundry	\$0	10%	\$2,500	20%	%9	7.5%
Jericho Historic Preserve (Chesire House)	1 Old Jencho. Tumpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	%ç	7.5%

					Year 3			
		,	•	Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
			<del>-,- **,1</del> -	Percentage		Percentage	and Net Capital	Revenue to
. same (Nathouse of	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 ·	1 large bedroom, living room & eat Kitchen, 1,200 souare feet	\$514	10%	\$1,450	25%	75%	<b>X4</b>
Jericho Historic Preserve Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & dosed in porch, 995 square feet	\$457	. 10%	\$1,250	25%	%89	17%
erve	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000		%5	70%
	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	. 10%	\$500	.25%	2%	70%
wn Park & (Nassau Hall).	1864 Multon town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	%9	%08
vn Patk & Nassau Hall)	1864 Multon town Road	3124 square feet	\$702	10%	\$1,000	25%	2%	70%
	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	

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					Year 3			•
		-		Proposer's Monthly		Proposer's Montfily	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Kaveride to the County (Percentage)
Alisen August	1 0 S.A.							
Mutton town Park & Preserve - Nassau Hali -	Mutton town	2 small bedrooms,	\$7.46	10%	\$1,350	25%	29%	46%
Gaterrouse - Apr. Z		3 bedrooms, 2 bath. living room,						
Mutton town Park & Preserve - Barn swallow	1920 Route 105	dining room, office, garage.	4047	10%	\$2,600	20%	38%	42%
Carriage House	Mutton town	douglion	***					
		4 bedrooms, 4 1/2 baths, foyer, fiving room,			•			٠
		dining room, den						<del></del>
Mutton town Park & Preserve (Barn swallow Cartes)	1920 Route 106 Mutton town	and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	33%	47%
	1864							
Mutton town Park & Preserve - Nassau Hali	Mutton town Road · Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	%09
Marifum Court Cour	36 Mutton town							
Preserve - Blue Ocean	Road, East Norwich, NY	Office space- (7) rooms/hallway	8	10%	\$2,000	20%	40%	40%
Mutten town Park &	36 Mutton town.	1 bedroom, 1	. •	,	•			
Preserve (Chelsea Wing Apartment)	Road, East Norwich, NY	bath, living room 992 square feet	\$606	%Q1	\$850	. 25%	29%	46%
Mutton town Park &	36 Mutton town	4 bedrooms, 2			4			
Preserve (Chelsea	Road, East Norwich, NY	baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	%0
Wall Collaine Councies								

					Year 3			
Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Kryestment 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%	75%	46%
Mutton town Park & Preserve - Chelsea Lodoe Catehouse	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	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%		46%
Tiffany Greek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	098\$	10%	\$3,500	20%	%08	
Welwyn Preserve (Caretaker Uhit)	100 Crescent Beach Road, Glen Cove	2.5 bedroóms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022	• • •		
	Annialized		\$313,848 Annualized	•	\$840,264	. *		

		1			Year &			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Dronerty Name	Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Orienter)	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 Ouarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, fiving room, foyer, family room	7.76\$	10%	\$2,800	20%	2%	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%	
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%	%59	. 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%	
Sands Point Park & Preserve (Garage Maintenance Buildind)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	89%	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 PREDISED TO OTHER TOTAL

					Year4			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Wonthly Net
N. Towns	Property	Property Description	Current U&O Fee	Percentage Fee Prior to Improvement	Projected U&O Fee	Percentage	and Net Capital Investment Percentage	Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge -	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	. \$2,000	25%	48%	27%
	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	859	10%
Historic Preserve icks House)	1740 Old Jericho Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Camiane Barn)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	%9	75%
	35 Old Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family						
Jericho Historic Preserve	Tumpine	room	<b>⊗</b>	10%	\$2,500	20%	5%	. 75%
	1 Old Jericho	4 bedrooms, 2. 1/2 baths, foyer, fiving room,				,		
Jericho Historic Preserve (Chesire House)	Turnpike, Jericho	dining roam, Kitchen	\$2,531	10%	\$4,000	20%	%08	200

KEPENDIX K REVISED 1002

					Year 4			
	•		**************************************	Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
•				Percentage		Percentage	and Net Capital	Revenue to
Owen Vamo	Property.	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Flobelty Name	The second of th	4 Isma hodroom						
Togethy Historic Droson/a		Iving room & eat						
(Farmlane Barn)	57 Route 106	kitchen, 1,200	GEA.	40%	\$1.450	25%	75%	%0
	Jericho	square reer	<u>+</u>	0,4 > 4				
		1 pedroom, living						
•	. (	room, eat In	•					
•	63 Route 105	Michell & Gloseu				•		
ave	Oyster. Bay Road . tericho	in porcit, aso	\$457	10%	\$1,250	25%	39%	36%
(rammane Codaye 1)								<b>V</b>
		1 bedroom, living						
	R3 Route 106	room, living room,						
	Cytotal Bar	kitchen	Prior Fee					.,
Jengho Historic Preserve (Farmlane Cottage 2)	Road, Jericho	559 square feet	\$586	10%	\$1,000	25%	2%	20%
						•		
	200 Port	;				•		
•	Washington	Studio cottage,	Contract Contract					•
d Preserve	Road,	eat in Richell,	0998.	10%	\$500	25%	2%	70%
(Cottage)							*	
Method tours Dark &	1864		•	•		·		٠.
Preserve (Nassau Hall)	Mutton town	VACANT	Prior Fee			) Caro,	/00	7023
2nd Floor	Road	4,297 square feet	\$702	10%	\$5,072	2020	9/0	27.75
			•		:		. •	
Mutton town Park &	1864					•		
Preserve (Nassau Hall)	Mutton town	***************************************	¢-100	40%	43 000	. 25%	%9	70%
3rd Floor	Road	3124 square rect	4102	200	200			
		2 bedrooms, two	•					
Mutton town Park &	1864	2 baths, living	<del>- • •</del>					
Preserve - Nassau Hail -	Mutton town	room, dirang	0000	4004	42 500	20%	. 2%	75%
Gatehouse - Apt. 1	Road	room, ratemen	oneo	ar Ot	222			

		-			Year 4			
				Proposer's		Proposer's	Insurance Deferred Maintenance	Monthly Net
				Percentage		Percentage	and Not Capital	Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Mutton town Park & Preserve - Nassau Hall -	1864 Mutton town	2 small bedrooms,						700
	Road	1 bath, living room	\$746	10%	\$1,350	25%	2%	10%
allow	.1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	296\$	10%	\$2,600	20%	5%	75%
		4 bedrooms, 4 1/2 baths, foyer, living room,						
6	÷	dining room, den			•			
Mutton town Park & Preserve (Bam swallow	1920 Route 106 Mutton town	aind Lianny rooms, outside bond	\$2.400	10%	\$3,500	20%	%9	75%
rown Park &	1864 Mutton town		٠	•		,		,
Tall .	Road Mutton town	1 bedroom, 1 bath, living room	229\$	.10%	\$1,150	.25%	%5.	70%
Dork	36 Mutton town			•				• .
an	Road, East Norwich, NY	Office space-	30	10%	\$2,000	20%	40%	40%
Mutton town Park &	36 Mutton town	1 bedroom, 1		•				
Ving	Road, East Norwich, NY	bath, living room 992 square feet	\$606	10%	\$850	25%	5%	20%
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%	260

					Year 4			
				Proposer's Monthly		Proposer's Monthly	insurance Deferred Maintenance	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Felcandaye Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
	. 36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	%9	70%
	36 Mutton town Road, East Norwich, NY	2.5 bedröoms, 1 bath, ERIK, 899 square feet	8	10%	\$1,500	25%	75%	
2	2187 Washington Awenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	2%	70%
ek Preserve Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	036\$	10%	\$3,500	20%	%08	
Welwyn Preserve (Carefaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	.10%	\$1,760	20%	%2	75%
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022			• •
	Annualized		\$313,848 Annualized	Annualized	\$840,264	٠		•

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					Year 5			
				Proposer's		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
				Percentage		Percentage	and Net Capital	Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee	·	Percentage	(Percentage)
	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, fiving 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	226\$	10%	\$2,800	20%	%9	74%
int Park & (Bowling nery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	40%	\$1,700	25%	75%	%0;
	95 Middle Neck Road, Port Washington	1 farge bedroom, Iiving room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	%0
Vving)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	. 5379	10%	\$1,000		%9	%69%
	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	009'9\$	15%	%9	79%
ه پ زناری	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 squaré feet	\$709	10%	\$1,700	25%	%9	%69
	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,316 square feet	\$1,125	10%	\$3,000	25%	75%	960

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					Year 5			
				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to the County
Property Name		Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Sands Point Park & Preserve (Lane Lodge • Ant 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	40%	\$2,000	25%	%9	%69
Point Park & e (Lane Lodge -	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 beths	\$633	10%	\$1,800	25%	41%	34%
Historic Preserve Hicks House)	1740 Old Jericho Tumpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	%9	74%
Jericho Historic Preserve (Cambre Barn)	1816 Old Jericho Tumpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	. 20%	<b>%9</b>	74%
3)	35 Old Jericho Tumpike	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family coom and laundry	S	10%		20%	%9	74%
(Ur. S. Can nomestead) Lericho Historic Preserve (Chesire House)	1 Old Jericho Tumpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dhing room, kitchen	\$2,531	10%	\$4,000	20%	%9	74%

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					Years			
•				Duantecide	2	Dronneor's	Insurance	
•				Monthly		Monthly	Deferred Maintenance	Monthly Net
			<del>1011, 141</del>	Percentage		Percentage	and Net Capital	Revenue to
·	Property	Property	Current	Fee Prior to	Projected		Investment	the County
Property Name		Description		High Cyenicality	201.00	ALCOHOLD THE THE PARTY OF THE P		
Jericho Historic Preserve (f <sup>2</sup> armlane Bam)	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 Farmiane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, ext in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	<b>%</b> 9	%69
SIVE	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living . room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	%9	%69
	200 Port Wastrington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	005\$	25%	%9:	%69.
wn Park & · (Nassau Hall)	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	%19	7.6%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	. 10%	\$1,000	25%	%9	%69
1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%		74%

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TOOZ CHANGES ARE SHADED GEVEN WITH GREEN WEITERNIS NVADO HOWN HENEMEN EVENDE VENDOOTHE CONTWIKTON OOTDER DECEMBER 7007 WINE BEREDUGED TO OZ EXCERTE FOR MINEER EXESTINIO VENBER WAS DECEMBER 2007

80% 28% %69 %69 74% 74% Revenue to the County Monthly Net (Percentage) 86 88 8% % %9 8 Deferred Maintenance and Net Capital Investment Percentage 25% 25% 20% 20% 20% Proposer's Monthly Percentage Projected U&O Fee \$3,500 2850 \$1,350 \$2,600 51,150 \$2,000 Percentage Fee Prior to Improvement 10% 10% 10% 10% 10% <del>%</del> Proposer's Monthly Current U&O Fee \$746 \$2,400 \$606 \$957 222 \$0 bath, living room 1 bath, living room 3 bedrooms, 2 bath, living room, Office space-(7) rooms/halfway 1 bedroom, 1 bath, living room . 992 square feet 2 small bedrooms, Property Description workshop 4 bedrooms, 4 1/2 baths, foyer, dining room, den and 2 family roams, outside 4 bedrooms, 2 1 bedroom, 1 office, garage baths, 2,200 square feet dining room, living room, Property Road, East Norwich, NY 36 Mutton town Road, East Nowich, NY 1920 Route 106 36 Mutton town Road, East Norwich, NY 920 Route 106 36 Mutton town 1864 Mutton town 1864 Mutton town Road Mutton town Mutton town Mutton town Road Property Name Preserve (Chelsea Wing ; Mutton town Park & Preserve - Barn swallow Carriage House Preserve - Nassau Hall -Preserve (Barn swallow Preserve - Nassau Hall Preserve - Blue Ocean Mutton town Park & Mutton town Park & Mutton town Park & Mutton town Park & Mutton town Park & Mutton town Park & Gatehouse - Apt. 2 Countyard #3 **Apartment** Center)

80% 20% 20%

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Maintenance Quarters)

Preserve (Cheisea

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					Year 5			
			do	Proposer's Monthly Percentage	Projected	Proposer's Monthly Percentage	Insurance Deferred-Maintenance and Net Capital Investment	Monthly Net Revenue to the County
Property Name	Froperty	Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Mutton town Park & Preserve (Cheisea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square fect	\$672	10%	\$1,650	25%	%9	%69
Mutton town Park & Preserve - Chelsea I odge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	
Maintenance House Anartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	<b>%</b> 9	%69
ek Preserve Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	%08	
9	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	9%	74%
, American Company	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022			
	Annualized		\$313,848	\$313,848 Annualized	\$840,264	· .		

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Probetty Address State Probetty Address State St	# Cast Projected Total Style	Actual to 09/30/07	ente suturo es us	Section of the property of the control of the contr
3 .	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.
Jenono Historic Preserve-familiarie Codogo i	4.500.00	750.00	3,750.00	3,750.00 New gutters and leaders. Exterior painting.
Jefforlo rissonic rreserve-ratinguis Conage 2	3,000.00	3,000.00		interior painting, wall repairs, new guiters and readers, patio repairs, gazebo repaired and painted and landscaping.
EQUESTIBILITY TO SELECTION OF THE SELECT	*			NA
MUROROW PERK & Preserve-vassau mai and mon		1		NA
MUROROWN PARK & Preserve Vervessal trail out rivo	2,196,50	2,196.50		Oil burner repairs,
MURCHOWN FOR STORED NO NO NO NO NO NO NO NO NO NO NO NO NO	622.67	622.67		Oil burner repairs.
WILLIAM FAIL FAIL OF TRANSPART THE SPART	15,000,00		15 000.00	Bathroom, partial ritterior painting and mold remediation.
Muttontown Park & Preserve-Lamswallow Camage	14.043.80	6 513 80	7 500.00	Ceiling replacement due to water damage and boller repair. Exterior painting.
Multontown Park & Preserve-Barnswallow Center	39 003	38 000		Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	997779	97779	-	Stock total of the stock of the
Mintortown Bark & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	3	New Allared, lear Decaug, replace Natures and and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muthodown Dark & Preserve Chelsea Caretaker Unit	13,250,00	13,250.00	•	Interior painting, new kitchen, bathroom upgrade.
18 Horbour Park & Preserva Chelsea Maintebarice	92,923.23	92,923.23	 	New kitchen, triggrade two bathrooms, new first floor bathroom, light fextures, 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.
Mutter House, & Presente Chelses Garade Act	5,300,00	5,390.00		Exterior painting.
				New kitchen, new bathroom, upgrade electric and
				plumbing to code, plumbing for washerfullyer, new lattice, upgrade boiler, kitchen celling replaced, interior
Muttentown Park & Preserve-Chelsea Lodge Gatehouse	50,990,42	50,990:42		painting, retries wood notes, exterior partitude.
Tackapusah Preserve-Maintenance House Apartment	2,079.60	2,079,60	1	Putribing upgrades.
		·		New Allured, upgrade one boundours, we now 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			ŧ	
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Appendix C Amendment January 2008 1/18/2008

	SAME PROPERTY SAME SAME SAME SAME SAME SAME SAME SAME		SENTENCE DELICORS SER	Beschiption
			_	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom,
Jericho Historic Preserve-Farmlane Cottage 1	45,274.60	15,274.60	30,000.00	floors, interior painting and windows.
Jericho Historic Preserve-Farmlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting.
Elderefield Preserve Cottane	3,000,00	3,000.00	1	ifferior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Mittortown Part & Preserve Nassau Half 2nd Floor				WA
Mithotown Park & Presenta-Nassau Hall 3rd Floor	L	-	ī	NA
Mittentown Park & Preserve-Nessen Hall Act. 1	2,196.50	2,196,50		Oil burner repairs.
Mittentown Park & Preserve, Nassau Hall Apt. 2	622.67	622.67	_	Oil burner repairs.
Materialism Dark & Presente-Barrewellow Carriage	15,000.00		15,000.00	Bathroom, partial interior painting" and mold remediation.
Inhitrority and as I become Barnswallow Center	14,013.80	6,513.80	7,500,00	Celing replacement due to water damage and bouer repair. Exterior painting.
Minhontown Park & Preserve-Nassau Hall Act. 3	622.66	622.66		Oil burner repairs.
				New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet ninners and
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	1	Dathroom upgrade.
Muttontown Park & Preserve-Cheisea Caretaker Unit	13,250,00	13,250.00	•	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve -Chelsea Maintehance	92,523.23	92,923.23		New kitchen, upgrade two hathrooms, new hist noor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood shors, exterior painting, rear exterior controtte porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed.
Multontown Park & Preserve-Chelsea Garade Apt	5,300.00	2,300:00		Exterior painting.
				New, kitchen, new bathroom, upgrade electricand. plumbing to code, plumbing for washerfdryer, new
Mirrionitour Park & Presence-Chelsea Lodge Gatebouse	50,990.42	50,990,42	• ,	lattice, urgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting,
Tackacusah Preserve-Waintenance House Apartment	2,079.60	2,079.60	1	Plumbing upgrades.
				New kitchen, upgrade one bannooris, two new betthrooms, upgrade electric and plumbing to code, bestimons, upgrade electric and plumbing to code, constraint methish 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	*		-	

## AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Massau 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 Parate, having its principal office at 27 East Jericho Tumpike, 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:

I. 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. <u>Full Force and Effect</u>. 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.

D/B/N SMITH AND DECROAT REAL ESTATE

By: Mame: Matthou L. Smith Title: Matthout. Smith Title: Marstdant

**NYZZYN CONNLK** 

By:

Name: 1045(14)

Title: Deputy County Executive

Title: Deputy County Executive

COUNTY OF NASSAU)

(STATE OF NEW YORK)

Came Mather Solution of the resides in the year 2008. before me personally did depose and say that he or she resides in the County of Safely. That he or she is the 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.

NEYSUELD, PEYSUER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2011

STATE OF NEW YORK)

COUNTY OF NASSAU )

MOTARY PUBLIC

came on the Vy day of to me personally known, who, before me personally depose and say that he or she resides in 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 therein 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 County of Res 1985. Of Res 1985. Of County Outlined in Nassau County Outlined in Nassau County Oct. (S. 1985) Oct. (

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				Proposer's	i da	Proposer's	insurance	
				Monthly		Monthly	Deferred Maintenance	Monthly Net
	Diogodki.	Property	Current	Fee Prior to	Projected	Let Colling a	Investment	the County
Property Name	riopoly	Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Souds Daint Bark &	95 Middle Neck	3 Bedrooms, 2						• .
Preserve (Captain's	Road, Port	bath, living room,	Prior Fee \$567	10%	\$2,000	25%	8%	67%
(Gualiers)		3 bedrooms, 1.5						
Sands Point Park &	95 Middle Neck	bath, living room,						. 1
Preserve (Superintendent's	Road, Port	room	\$977	10%	\$1,950	25%	8%	67%
(प्राप्त (प्राप्त)								4
Sands Point Park &	95 Milutia Necv	Nying mom.				******		<u> </u>
Alley/Hennery Apt. 1)	Washington	700 square feet	\$574	10%	\$1,500	25%	8%	67%
	on which Nove	1 Jame bedmom						
Sands Forth Fair of	Sport But	in the second	Prior Fee	-				,
Preserve (Bowling Alley/Hennery Apt. 2)	Washington	700 square feet	\$574	10%	\$1,250	25%	8%	67%
Sands Point Park &	95 Middle Neck						•	•
Preserve (Caretakers	Road, Port	1 large bedroom,		,	) )	250		278
Unit Falaise Mansion Wing)	Washington	900 square feet	\$3/9	, TU7%	\$000	20/02	***	
Sands Point Park &	95 Middle Neck						•	
Preserve (Mille Fleurs -	Road, Port		9 II	10%	*6 300	77.8		77%
1st & 2nd Floors)	Washington	Laige none	\$2,024	10.78	004,00	, ,		
Sands Point Park &	95 Middle Neck	1 bedroom,						
Preserve (Garage	Road, Port	2 smaller rooms,	) }	100/		350	88	67%
Maintenance Building)	Washington	1,000 square reet	\$708	1070	\$ 1,000	0,007		
)	or stiddle stode	o empli pedrooms						<del>.</del>
Description of Colors	Speed Port	approximately						}
Apt. 1)	Washington	1,816 square feet	\$1,125	10%	\$2,050	25%	75%	U%
1 1 1 1		The second secon						

.

Jerio Re			(01.	) (	- ferici	<u>.                                    </u>	<u>·</u>			(Can	Jerich		7	Î	A COLOR	Paric	Apr. o	Pres	200	9	Apt. 2)	Pres	Sand				
Jericho Historic Preserve.			Ur. S. Call nonlestead)	· Call Compatible	Jericho Historio Preserve		•			(Carriage Barn)	Jericho Historic Preserve	,		s i norma i socioto)	Action Links House)	laricho Historia Dreserve	3)	Preserve (Lane Louge :	N TOUR TOUR L	Sands Daint Dark &	2)	Preserve (Lane Lodge -	Sands Point Park &	Property Name			
Tumpike,	. 1 Old Jencho	,	ogiano	lerono.	Turnolke	.  35 Old Jericho			•	Jericho	Tumpike	Jericho	1816 Old	Jericho	Turnoike	Jericho	- 1470 Old	Washington	Don't Don't	95 Middle Neck	. Washington	Road, Port	95 Middle Neck	-			
	ਜੋਰ -	,				CIO.	•	•			•	•						3		Neck	n			Property			
dining room, kitchen	living room,	1/2 baths, foyer,	A hadrooms 3	room	froom and laundry	ktchen, family	Irving room,	1/2 baths, loyer,	9 bedrooms, 5	2 1/2 garage	kitchen, dinette &	bath, living room,	2 bedrooms, 1	5 bedroom house	2865 square feet	·		1.5 baths	2.5 bedrooms	Dining room	) paul	STIDOIDED C.Y	No dining room	Property Description	•		
\$2,531	e V			8						\$586				\$1,664				\$633			\$ 1.00 to	8734		U&O Fee			
10%		,		10%		•				10%				10%				10%			1070	10%		Improvement	Percentage	Monthly	Dramagarie
\$3,000				\$2.500				•		\$1,500	! !		_	\$3,000				\$1,350			41,000	2 7.70		U&O Fee	Destandad		I Par I
20%				20%		•				25%				20%				25%				25%			Percentage	Monthly	Pronoser's
8%		•		88					•	. 6%	3			8%				75%				8%		Percentage	Investment	Deferred Maintenance	nsurance
72%				72%				•		0//0		,		12%			*	0%				67%		(Percentage)	the County	Monthly Net	

				Proposer's	Year 1	Proposer's	Insurance
				Proposers Monthly Percentage		Monthly Percentage	Deferred Maintenance and Net Capital
Dronorty Nama	Property	Property	Current U&O Fee	14	Projected U&O Fee		Investment Percentage
Floberty. Idahio		1 large bedroom,				,	
Jericho Historic Preserve (Farmiane Barn)	57 Route 106 Jericho	kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	•
	,	1 bedroom, living room eat in					
	63 Route 106	kitchen & closed					
Jericho Historic Preserve	Cyster Bay	in porch, 995 square feet	\$457	10%	\$1,250	25%	
(raimane conage i)	rious, ecitors	t hedroom living					
	63 Route 106	room, living room,	) )				
Jericho Historic Preserve /Farmiane (Cottage 2)	Cyster Bay Road, Jericho	kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	
	onn ont						
	Washington	Studio cottage,			•		
Eldersfield Preserve	Road	eat in kitchen,	Prior Fee	10%	\$500	25%	
(Conage)	MICHAELGOOGL	guage					
Mutton town Park &	1864	VACANT	Dior Fee		-	•	
2nd Floor	Road	4,297 square feet	\$702	10%	\$3,072	25%	
Mutton town Park &	1864			. '			
Preserve (Nassau Hall)	Mutton town	3124 square feet	\$702	10%	\$1,000	. 25%	
old Figor	1.0000	2 bedrooms, two		٠		-	
Mutton town Park &	1864	2 baths, living					
Preserve - Nassau Hall -	Mutton town	room, dining	\$908	10%	\$2,300	25%	

					Year 1			
				Proposer's Monthly		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	Fee Prior to	Projected U&O Fee	1	Investment Percentage	the County (Percentage)
Mutton town Park &	1864	•						
Preserve - Nassau Hall -	Mutton town	2 small bedrooms,	1	100/	3	250	8%	67%
Gatehouse - Apt. 2	Road	11 bath, living room	\$/40	1076	007,14	8/02		
		bath, living room,						
Matter town Dark &		dining room.						~
Presente - Barn swallow	1920 Route 106	office, garage						
Camage House	Mutton town	workshop	\$957	10%	\$1,950	25%	8%	0/76
		4 bedrooms, 4	,					
		1/2 baths, foyer,						
		living room,						
		dining room, den	-					
Mutton town Fark &	1000 Borto 108	come outside						. =
Preserve (Barn swallow  Center)	Mutton town	pond	\$2,400	10%	\$2,800	20%	8%	72%
	1864							,
Mutton town Park &	Mutton town.							
Preserve - Nassau Hail	Road	nath living man	. \$677	10%	\$1,000	25%	8%	. 67%
Courtyard #\$	Wilding to Asia	Pan Gunt		,				
Mutton town Park-&	36 Mutton town							
Preserve - Blue Ocean	Road, East	Office space-	<b>3</b>	10g	3	2000	.8%	72%
	TWO MICH, I'V	10/10/01/20						,
Mutton town Park &	36 Mutton town	1 bedroom, 1				,		
Preserve (Chelsea Wing	Road, East	bath, living room					200	
Apartment)	Norwich, NY	992 square feet	\$606	10%	\$850	270%	0%	0/ /0
Multon town Park &	36 Mutton town	4 bedrooms, 2						
Preserve (Chelsea	Road, East	baths, 2,200	} i				750	
Maintenance Orienters)	Zowich ZY	square feet	7.00	0,701	000,20	9/67	2000	

		Welwyn Preserve (Caretaker Unit)	Tiffany Creek Preserve (Caretaker Unit)	Maintenance House	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	Mutton town Park & Preserve (Chetsea Garage Apartment)	Property Name
Annualized	Monthly (Less Prior Fees)	100 Crescent Beach Road, Glen Cove	y Hill yster	2187 Washington Avenue Seaford	36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	Property
		2.5 bedrooms, 1,300 Square feet	3 bedrooms, 2 baths, den, fiving room, 3,756 square feet	1,280 Square feet 2nd floor only	2.5 bedrooms, 1 bath, ERIK, 899 square feet	2,5 bedrooms, 1 bath, 1,100 square feet	Property Description
\$313,848	\$26,154 Monthly	\$350	\$350	\$672	8	\$672	Current U&O Fee
\$313,848 Annualized	Monthly	10%	10%	10%	%01	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$730,464	\$60,872	\$1,300	\$3,500	\$850	\$1,350	\$1,300	Year 1 Projected U&O Fee
	•	25%	25%	25%	25%	25%	Proposer's Monthly Percentage
	•	8%	8%	8%	8%	8%	Insurance Deferred Maintenance and Net Capital Investment Percentage
٠		67%	67%	67%	67%	67%	Monthly Net Revenue to the County (Percentage)

					Y227			
				Proposer's	1 000 2	Proposer's	Insurance	Monthly Net
		Property	Current	Percentage	Projected	Percentage	and Net Capital Investment	Revenue to the County
Property Name	Proposit	Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Sands Doint Park &	95 Middle Neck	3 Bedrooms, 2						
Preserve (Captain's	Road, Port Washington	bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Accessed)	Of Briddle Noot	3 bedrooms, 1.5						
Sands Point Park &	Road, Port	foyer, family				, ,	***************************************	, o/
Quarters)	Washington	room	\$977	10%	\$2,800	4.07	70/0	
Sands Point Park &	95 Middle Neck	1 large bedroom,					·banca n	
Preserve (Bowling	Road, Port	living room,			2 000	ארפיל מיליל	7597	
Alley/Hennery Apt. 1)	Washington	ton signate teet	62/13	1070	01,000	1		
Sands Point Park &	95 Middle Neck	1 large bedroom,	•					
Preserve (Bowling	Road, Port	living room,	Prior Fee		2000	350	7,557	0%
Alley/Hennery Apt. 2)	Washington	700 square feet	\$5/4	10%	\$1,000	6/07	7,07	
Sands Point Park &.	95 Middle Neck			•				
Preserve (Caretakers.	Róad, Port	1 large bedroom,	3	100	2 ·	200	38	89%
Unit Falaise Mansion (Ving)	Washington	SOO square reet	8.70¢.		\$1,000	0/03		
Sands Point Park &	95 Middle Neck	•						
Preserve (Mille Fleurs -	Road, Port		}		200	, And		7,907
1st & 2nd Floors)	Washington	Large nonie	#20.0¢	10/6	\$0,000	,000		
Sands Point Park &	95 Middle Neck	1 bedroom,					,	
Preserve (Garage	Road, Port	2 smaller rooms,	į			2100	59.	808
Maintenance Building)	Washington	1,000 square reet	\$108	10%	\$1,700	20/0		
	OF MILE WAS	2 bedrooms,						
Cands Ford Paix of	Road, port	approximately						}
Ant 1)	Washington	1,816 square feet	\$1,125	10%	\$3,000	25%	/5%	0%

					Year 2		•	
	·			Proposer's Monthly		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
Property Name	Property	Property Description	Current U&O Fee	<u> </u>	Projected U&O Fee		Investment Percentage	the County (Percentage)
Spark Dark &	95 Middle Neck	No dining room						
Cards Fore Fare of	SO MINGRO INCOM	2.5 hadrooms						
Preserve (Lane Lodge -	Wischington	1 bath	\$724	10%	\$1,500	25%	50%	
Apr. 4)	7 1 600	Living room						
Canda Gaint Dark &	os Middle Neck	Dining room						
Presente /I and I odge -	Road Port	2.5 bedrooms						
Apt. 3)	Washington	1.5 baths	\$633	10%	\$1,800	25%	15%	
	1740 Old							
Jericho Historic Preserve	Jericho							•
(Elias Hicks House)	Tumpike,	2865 square feet			3	2	300/	
	Jericho · ·	5 bedroom house	\$1,664	70%	\$3,000	20%	3970	
	1816 Old	2 bedrooms, 1						
	Jericho	bath, living room,						
Jericho Historic Preserve	Tumpike,	kitchen, dinette &					3	
(Carriage Barn)		2 1/2 garage	\$586	10%	\$1,500	20%	0%	
		9 bedrooms, 5						•
		1/2 baths, foyer			•	•		
		living room,						
	35 Old Jericho	kitchen, family.						•
Jericho Historic Preserve	Turnpike	room and laundry	:					
(Dr. S. Carl Homestead)	Jericho ·	room	. \$0	10%	\$2,500	20%	0%	
		4 bedrooms, 2	•				•	
•		1/2 baths, foyer.		•	•	٠		•
	1 Old Jericho	living room,		<u>.</u>				•
Jericho Historic Preserve	Tumpike,	dining room,	}			200	2013	
(Chesire House)	Jericho	kitchen	\$2,531	10%	\$4,000	20%	0770	0/61

7 operty						7			
Property Name   Property					Proposer's Monthly Percentage		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital	Monthly Net Revenue to
storic Preserve  Barn)  57 Route 106  Jericho  63 Route 106  Oyster Bay Road, Jericho  63 Route 106  Oyster Bay Cottage 1)  Cottage 2)  Cottage 2)  Preserve  Cottage 2)  Road, Jericho  200 Port VVashington Road, Preserve  Manhasset  1864  Nassau Hall)  Road  Nassau Hall  Natton town  Road  Mutton town  Road  Mutton town  Road  Mutton town  Road	Property Name	Property	Property Description	Current U&O Fee	Fee Prior to Improvement	Projected U&O Fee		Investment Percentage	the County (Percentage)
Barn)  57 Route 106  Jericho  63 Route 106  Oyster Bay Cottage 1)  63 Route 106  Oyster Bay Road, Jericho  Cottage 2)  Cottage 2)  Preserve Cottage 2)  Preserve Cottage 2)  Preserve Road, Jericho  200 Port Washington Road Preserve Manhasset  Mutton town Road Nassau Hall)  Nassau Hall Road  Nassau Hall Road  Mutton town Road  Nassau Hall Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road  Mutton town Road	Historic Preserve		1 large bedroom, living room & eat					· ·	,
storic Preserve Oyster Bay Cottage 1) 63 Route 106 Oyster Bay Cottage 2) 63 Route 106 Oyster Bay Cottage 2) 700 Port Washington Freserve Road, Jericho Washington Wassau Hall) Mutton town Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road	· ·	7 Route 106 ericho	kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	- 0%
storic Preserve Oyster Bay Cottage 1) 63 Route 106 Oyster Bay Road, Jericho 63 Route 106 Oyster Bay Cottage 2) 200 Port Vashington Park & Mutton town Nassau Hall) Road Nassau Hall) Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road Nassau Hall Road	- Land and All Andrews		1 bedroom, living						
storic Preserve Oyster Bay Cottage 1)  Storic Preserve G3 Route 106 Storic Preserve Oyster Bay Cottage 2)  Cottage 2)  Preserve Road, Jericho  200 Port VVashington Road, Manhasset  I864 Mutton town Road  Nassau Hall)  Nassau Hall Road  Mutton town		3 Route 106	kitchen & closed		<del>,</del>				
storic Preserve 63 Route 106 Cottage 2) Cottage 2) Road, Jericho 200 Port Washington Road Preserve Manhasset Mutton town Nassau Hall) Road Nassau Hall) Road Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall	rve	yster Bay oad Jericho	in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
storic Preserve Oyster Bay Cottage 2) Cottage 2) Coad, Jericho Preserve Road, Jericho Preserve Road, Manhasset  In Park & Mutton town Park & Mutton town Nassau Hall) Road  In Park & Mutton town Road  In Park & Is64		r T				,	,		
storic Preserve Oyster Bay Cottage 2)  200 Port Vashington Road, Manhasset  1864 Wn Park & Mutton town Nassau Hall)  Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall	<b>O</b>	3 Route 106	room, living room,			•			
200 Port Washington Road. Wassai Hall) Nassau Hall) Nassau Hall) Nassau Hall) Road Nassau Hall) Road Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall Nassau Hall	•	yster Bay oad Jericho	kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	29%	46%
VVashington Preserve Road. Road. Manhasset  Massau Hall) Road  Proserve Road  Mutton town Road  Nassau Hall) Road  Nassau Hall Road  Mutton town  Road  Mutton town  Road  Mutton town  Road  Mutton town		0 Port							
wn Park & 1864 Wassau Hall) Road wn Park & 1864 Nassau Hall) Road wn Park & 1864 Nassau Hall Road wn Park & 1864 wn Park & 1864 wn Park & 1864 wn Park & 1864 Mutton town	•	ngton	Studio cottage, eat in kitchen,	Prior Fee	• • •	• •			٠.
Mutton town  Nassau Hall)  Nassau Hall)  Nassau Hall		anhasset	garage .	. \$650	10%	\$500	25%	56%	19%
(Nassau Hall)  Wutton town  Road  1864  Nassau Hall)  Nassau Hall  Nassau Hall  Mutton town  Road  Mutton town		364			•				
vn.Park & 1864 (Nassau Hall) Road Road  vn.Park & 1864 (Nassau Hall - Mutton town	all)	n town	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Nassau Hall)  Mutton town  Road  I B64  Nassau Hall -  Mutton town					•		,		
yn Park & 1864 Nassau Hall - Mutton town	Nassau Hall)	n town	3177 company fact	\$703	10%	2	25%	S%.	59%
Hall - Mutton town			2 bedrooms, two						
- Wutton town			2 baths, living		,				
Road	•	Mutton town	room, dining room, kitchen	\$908	10%	\$2,500	20%	24%	56%

4.

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

			\$823,164	\$313,848 Annualized	\$313,848		Annualized	
. •	•		\$68,597	Monthly	\$26,154 Monthly		Monthly (Less Prior Fees)	
					•			
65%	15%	20%	\$1,700	10%	\$350	2.5 bedrooms, 1,300 Square feet	Beach Road, Glen Cove	Welwyn Preserve (Caretaker Unit)
•							100:Crespent	
3.00%	80%	20%	\$3,500	10%	\$350	square feet	Bay	(Caretaker Unit)
						baths, den, living	45 Sandy Hill	Tiffiant Crook December
						3 bedrooms, 2		
50%	25%	25%	\$1,000	10%	\$672	2nd floor only	Seaford	Apartment
						1,280 Square feet	Avenue	Maintenance House
	- 110						Washington	
							2187	
-0%	75%	25%	\$1,500	10%	\$0	899 square feet	Norwich, NY	Lodge Gatehouse
						bath, ERIK,	Road, East	Preserve - Chelsea
						2.5 bedrooms, 1	36 Mutton town	Mutton town Park &
30%	9/07	270	\$1,000	10%	\$6/2	square teet	Norwich, NY	Garage Apartment)
Ene/		•	· ·		}	bath, 1,100	Road, East	Preserve (Chelsea
						2.5 bedrooms, 1	36 Mutton town	Mutton town Park &
(Percentage)	Percentage		U&O Fee	Improvement	U&O Fee	Description		Property Name
the County	Investment		Projected	Fee Prior to	Сиптепа	Property	Property	
Revenue to	and Net Capital	Percentage	•	Percentage				
Monthly Net	Insurance Deferred Maintenance	Proposer's		Proposer's				
			Year 2	,				

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						J			
					Proposer's	901.0	Proposer's Monthly	insurance Deferred Maintenance	Monthly Net
		Property	Property	Current	Percentage Fee Prior to	Projected	Percentage	and Net Capital Investment	Revenue to the County (Percentage)
	Property Name		Description	OOC LAM	moment	000			
	Sands Point Park &	95 Middle Neck	3 Bedrooms, 2	1					
	Preserve (Captain's	Road, Port Washington	bath, living room, dining	⊬πor ⊢ee \$567	10%	\$3,500	25%	61%	14%
	Action (and of)		3 bedrooms, 1.5						
	Sands Point Park &	Road, Port	fover, family					<b>!</b>	-
	Quarters)	Washington	room	\$977	10%	\$2,800	20%	2%	0/07
	Sands Point Park &	95 Middle Neck	1 large bedroom,						
	Preserve (Bowling	Road, Port	living room,	\$57 <u>4</u>	10%	\$1,700	25%	75%	75% 图图图图 200%
	Aught en en y Apres of								
	Sands Point Park &	95 Middle Neck	t large bedroom,				•		
	Preserve (Bowling	Road, Port	living room,	Prior Fee	*00/	#4 050	350	7,92,7	. 0%
	Alley/Hennery Apt. 2)	Washington	/ UU square reet	\$20.5	10/6	\$1,000	20,00		
	Sands Point Park &	95 Middle Neck		•	•				• •
`.	Preserve (Caretakers	Road, Port	1 large-bedroom,				350	Wal. 7.	28%
	Unit Falaise Mansion Wing)	Washington	900 square reet	. 33/9	u,	\$1,000	4,0,2	27.62	2000
:	Panels Doint Dark &	95 Middle Neck	•						
	Preserve (Mille-Fleurs	Road, Port		÷.	,				NAME AND ASSOCIATION OF THE PARTY OF THE PAR
	1st & 2nd Floors)	Washington	Large home	.\$5,624	10%	\$6,600	7076	\$0.70 R	No. of the second secon
						14	•	•	•
	Sands Point Park &	95 Middle Neck	2 smaller mams .		•				. •
	Maintenance Building)	Washington	1,000 square feet	\$709	10%	\$1,700	25%	47%	28%
	***		2 bedrooms,		,				
	Sands Point Park &	95 Middle Neck	2 small bedrooms,				•		
	Preserve (Lane Lodge	Road, Port	approximately	\$1 125	10%	\$3.000	25%	75%	0%
	200 m								

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Jericho Historic Preserve			Jericho Historic Preserve · · · · · · · · · · · · · · · · · · ·					Camage Barn)	Jericho Historic Preserve				(Eijas Hicks House)	Jericho Historic Preserve	,	Apt. 3)	Preserve (Lane Lodge -	Sands Point Park &		Apt. 2)	Preserve (Lane Lodge -	Sands Point Park &	TOPOG STANDARD					
Tumpike,	1 Oid Jericho		Jericho	35 Old Jencho				Jencho	Tumpike,	Jericho	1816 Old	Jericho	Tumpike,	Jericho	1740 Old	Washington	Road, Port	95 Middle Neck		Washington	Road, Port	95 Middle Neck		Property	•		•	
dining room,	1/2 baths, foyer, living room,	4.bedrooms, 2	room	Kiliciteri, izirliiy	living room,	1/2 baths, foyer,	9 bedrooms, 5	2 1/2 garage	kitchen, dinette &	bath, living room,	2 bedrooms, 1	5 bedroom house	2865 square feet			1.5 baths	2.5 bedrooms	Dining room	Living room	1 bath	2.5 bedrooms	No diring room		Property		,	,	
\$2.531			\$0.			-		\$586				\$1,664				\$633		2		\$724				Current U&O Fee				
10%			10%	· ·,				10%				10%				10%				10%				Fee Prior to Improvement	Percentage	Monthly	Proposer's	
\$4,000	• •		\$2,500	· ,,				\$1,500			•	\$3,000				\$1,800	2			\$2,000	;			Projected	•			Year 3
20%			20%					20%				20%	}			2,0%	}			20%					Percentage	Monthly	Proposer's	
5%			5%		· · · · · · · · · · · · · · · · · · ·		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	40%			•	40%	, ney			13/0	750/			30%	200			Percentage	and Net Capital	Deferred Maintenance	Insurance	
75%	-		75%			•		40%	· ·			30%	>50/			0/0	200			20,00	, non			(Percentage)	New College Co	Montally Nex		

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Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	Eldersfield Preserve	Jericho Historic Preserve (Farmlane Cottade 2)	Jericho Historic Preserve	Jericho Historic Preserve (Farmlane Barn)	Property Name
1864 Mutton town Road	1864 Mutton town Road	1864 Mutton town Road	200 Port Washington Road, Manhasset	63 Route 106 Oyster Bay Road, Jericho	63 Route 106 Cyster Bay	57 Route 106	Property
2 bedrooms, two 2 baths, living room, diring room, kitchen	3124 square feet	VACANT 4,297 square feet	Studio cottage, eat in kitchen,	1 bedroom, living room, living room, living room, kitchen 559 square feet	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	1 large bedroom, fiving room & eat kitchen. 1,200 square feet	Property Description
\$908	\$702	Prior Fee \$702	Prior Fee	Prior Fee \$586	\$457	\$514	Current U&O Fee
10%	10%	10%	10%	10%	10%	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$2,500	\$1,000	69	\$500	\$1,000	\$1,250		Year 3 Projected U&O Fee
20%	25%	25%	25%	25%	25%	25%	Proposer's Monthly Percentage
28%	5%	-5%	5%	5%	58%	75%	Insurance Deferred Maintenance and Net Capital investment Percentage
52%	70%	80%	70%	70%	17%	18 18 18 18 18 18 18 18 18 18 18 18 18 1	Monthly Net Revenue to the County (Percentage)

Mutton Presen	Mutton towr Preserve (C	Mutton Preser	Mutton town F Preserve - Na	Mutton :	Mutton Preser Carriag	Muttor Preser Gateh	·
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	Mutton town Park & Preserve (Chelsea Wing Apartment)	Mutton town Park & Preserve - Blue Ocean	Mutton town Park & Preserve - Nassau Hall Courtvard #3	Mutton town Park &. Preserve (Barn swallow Center)	Mutton town Park & Preservė - Barn swallow Carriage House	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	Property Name
36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	36 Mutton town Road, East Norwich, NY	1864 Mutton town. Road Mutton town	1920 Route 106	1920 Route 106 Mutton town	1864 Mutton town Road	Property
4 bedrooms, 2 baths, 2,200 square feet	1 bedroom, 1 bath, living room 992 square feet	Office space-	1 bedroom, 1 bath, ilving room	4 bedrooms, 4 1/2 beths, foyer, living room, dining room, den and 2 family rooms, outside pond	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	2 small bedrooms, 1 bath, living room	Property Description
\$617	\$606	\$0	\$ <del>677</del>	\$2,400	\$957	\$746	Current U&O Fee
10%	10%	10%	10%	10%	10%	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$2,000	\$850	\$2,000	051,1\$	\$3,500	\$2,600	\$1,350	Projected U&O Fee
20%	25%	20%	25%	20%	20%	25%	Proposer's Monthly Percentage
80%	29%	40%	15%	33%	38%	. 29%	Insurance Deferred Maintenance and Net Capital Investment Percentage
0%	46%	40%	50%	47%	42%	46%	Monthly Net Revenue to the County (Percentage)

29% 48% 80% (15%) 54%		· .	\$70,022	Monthly	\$26,154 Monthly		Monthly (Less Prior Fees)	
					•			
	· ·	20%	10% \$1,700	10%	\$350	2.5 bedrooms, 1,300 Square feet	100 Crescent . Beach Road, Glen Cove	Welwyn Preserve (Caretaker Unit)
	8	20%	\$3.500	10%	\$350	3 bedrooms, 2 baths, den, living room, 3,756 square feet	45 Sandy Hill Road, Cyster Bay	Tiffany Creek Preserve (Caretaker Unit)
,		25%	\$1,000	10%	\$672	1,280 Square feet 2nd floor only	2187 Washington Avenue Seaford	Maintenance House Apartment
75% 0%	<b>%</b>	25%	\$1,500	10%	\$0	2.5 bedrooms, 1 bath, ERIK, 899 square feet	36 Mutton town Road, East Norwich, NY	Mutton town Park & Preserve - Chelsea Lodge Gatehouse
29% 46%	<b>X</b>	25%	\$1,650	10%	\$672	2.5 bedrooms, 1 bath, 1,100 square feet	36 Mutton town Road, East Norwich, NY	Mutton town Park & Preserve (Chetsea Garage Apartment)
Insurance Deferred Maintenance Monthly Net and Net Capital Revenue to Investment the County Percentage (Percentage)		Proposer's Monthly Percentage	Year 3 Projected USO Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Сипепt. U&O Fee	Property Description	Property	Property Name

\$313,848 Annualized

. \$840,264

Proposer's Insurance Proposer's Deferred Maintenance and Net Capital Investment Percentage 75% 75% 75% 75% 75% 65% 65% 65% 75% 65% 75%									
Property Name Property Name Property Pr		:	_			Year 4			
Property Name Pr	-				Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
Property Name         Description         U&O Fee         Improvement         Percentage           Point Park & (Saptain's validation)         95 Middle Neck         bath, kiving room.         Phore Fee         10%         \$3.500         25%           Point Park & (Superintendent's validation)         95 Middle Neck         bath, kiving room.         155         5577         10%         \$2.500         25%           Point Park & (Superintendent's validation)         95 Middle Neck         bath, kiving room.         \$577         10%         \$2.200         20%           Point Park & (Superintendent's validation)         95 Middle Neck         1 large bedroom.         \$577         10%         \$2.200         20%           Point Park & (Superintendent's validation)         Road, Port         1 large bedroom.         \$574         10%         \$1,700         25%           Point Park & (Superintendent's validation)         Road, Port         1 large bedroom.         \$574         10%         \$1,250         25%           Point Park & (Superintendent's validation validatio		Property	Property	Current	Fee Prior to	Projected	Perment	Investment	the Cour
Point Park & Point Park & (Captain's Road, Port Pee (Captain's re)         95 Middle Neck Road, Port Early & Prior Fee Road, Port Park & Point	Property Name		Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percent
we (Captain's         Road Port Park & Graph (Captain's)         Road Port Park & Graph (Captain's)         Prior Fee Vivestington         Prior Fee Vivestington         Prior Fee Vivestington         Prior Fee Vivestington         \$3,500         25%         \$3,500         25%         Point Park & Graph (Captain's)         \$3,500         25%         \$3,500         25%         Point Park & Graph (Port Park & Vivestington)         \$3,500         25%         \$3,500         25%         Point Park & Graph (Port Park & Vivestington)         \$3,500         20%         \$2,500	Sands Point Park &	95 Middle Neck	3 Bedrooms, 2						_
Point Park &   S. Middle Neck   I large bedroom,   1.5	Preserve (Cantain's	Road Port	bath. Iving room.	Prior Fee					,,,
Point Park 8.         95 Middle Neck         bath, living room.         15 bedrooms, 1.5           re/ (Superintendent's         Road, Port         Road, Port         Royer, family         \$977         10%         \$2,800         20%           rs)         Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 1)         10%         \$1,700         25%           Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 2)         10%         \$1,700         25%           Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 2)         Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 2)         Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 2)         Point Park 8.         95 Middle Neck         1 large bedroom, annery Aprt. 2)         \$1,250         25%           Point Park 8.         95 Middle Neck         1 large bedroom, and anner feet         \$379         10%         \$1,250         25%           Point Park 8.         95 Middle Neck         1 large bedroom, and anner feet         \$379         10%         \$1,250         25%           Point Park 8.         95 Middle Neck         1 bedrooms, anner feet         \$379         10%         \$1,200         25%           Point Park 8.         95 Middle Neck	Quarters)	Washington	dining	\$567	10%	\$3,500	25%	75%	
Point Park & 95 Middle Neck   Batth, living room, we (Superintendent's   Road, Port   Foyer, family   S977   10%   S2,900   20%   Point Park & 95 Middle Neck   1 large bedroom, we (Sowling   Road, Port   Road, Por			3 bedrooms, 1.5			_	. ,	•	
Road, Port   Point Park &   95 Middle Neck   1 large bedroom, wo (Bowling work)   Road, Port   Road, Road, Port   Road, Port   Road, Port   Road, Port   Road, Port   Road, Road, Port   Road, Road, Port   Road, Road, Port   Road, Road, Port   Road, Road, Port   Road, Road, Port   Road, Road, Port   Road,	Sands Point Park & .	95 Middle Neck	bath, living room,					•	
Point Park &   95 Middle Neck   1 large bedroom,	Preserve (Superintendent's	Road, Port	foyer, family						
Point Park & Port (Bowling we (Bowling Nath 1)         95 Middle Neck (Port Mashington)         1 large bedroom, 100 square feet         \$574         10%         \$1,700         25%           Point Park & (Bowling we	Quarters)	Washington ·	room	\$977	10%	\$2,800	20%	5%	
ve (Bowling we (Bowling)  Point Park & 95 Middle Neck (Bowling)  Point Park & 95 Middle Neck (Road, Port ennery Apt. 2)  Point Park & 95 Middle Neck (Caretakers (Port Washington)  Point Park & 95 Middle Neck (Caretakers (Port Washington)  Point Park & 95 Middle Neck (Port Washington)  Point Park & 95 Middle Neck (Port Washington)  Point Park & 95 Middle Neck (Port Park & 900 square feet \$379 10% \$1,000 25% Point Park & 95 Middle Neck (Port Park &	Sands Point Park &	95 Middle Neck	1 large bedroom,						
## ST4   10% \$1,700   25%    Point Park &   95 Middle Neck   1 large bedroom, we (Bowling we (Bowling we (Bowling we (Bowling tennery Apt. 2)   Washington   700 square feet   \$574   10% \$1,350   25%      Point Park &   95 Middle Neck   1 large bedroom, we (Carefakers   95 Middle Neck   1 large bedroom, laise Mansion Wing)   Washington   900 square feet   \$379   10% \$1,000   25%      Point Park &   95 Middle Neck   1 large bedroom, washington   900 square feet   \$379   10% \$1,000   25%      Point Park &   95 Middle Neck   1 large home   \$5,624   10% \$5,600   15%      Point Park &   95 Middle Neck   1 bedroom, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedroom, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$709   10%   \$1,000   25%      Point Park &   95 Middle Neck   1 bedrooms, washington   1,000 square feet   \$1,000   \$1,	Preserve (Bowling	Road, Port	living room,	***************************************					WILESTEIN STATE OF THE STATE OF
Point Park & Bowling we (Bowling we (Bowling we (Bowling we (Bowling Park & Port Park & Point Park & Point Park & St. Machington         95 Middle Neck Ilving room, Prior Fee Ilving room, Prior Fee Ilving room, Prior Fee Ilving room, Prior Fee Ilving Poort Park & Point Pa	Alley/Hennery Apt. 1)	Washington	700 square feet	\$574	10%	\$1,700	25%	75%	
ve (Bowling ennery Apt 2)         Road, Port Washington         living room, 700 square feet         Prior Fee \$57.4         10%         \$1,350         25%         75%           Point Park & 2         95 Middle Neck Vashington         1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large bedroom, 1 large borroom, 1 large borroom, 1 large borroom, 1 large borrooms, 1	Sands Point Park &	95 Middle Neck	1 large bedroom,						
ennery Apt. 2)         Washington         700 square feet         \$57.4         10%         \$1,350         2.5%         75%           Point Park & Point Park & Point Park & Point Park & Point Park & Point Park & Road, Port (Allie Ficurs - Point Park & Point	Preserve (Bowling	Road, Port	living room,	Prior Fee					
Point Park &         95 Middle Neck (Caretialers         I large bedroom.         1 large bedroom.         \$379         10% \$1,000         25%         65%           Ialse Marsion Wing)         Viashington         900 square feet         \$379         10% \$1,000         25%         65%           Point Park &         95 Middle Neck         Road, Port         Large home         \$5,624         10% \$5,600         15%         85%           Point Park &         95 Middle Neck         1 bedroom,         2 smaller rooms,         2 smaller rooms,         1,000 square feet         \$709         10% \$1,700         25%         65%           Point Park &         95 Middle Neck         2 bedrooms,         2 bedrooms,         \$709         10% \$3,000         25%         65%           Point Park &         95 Middle Neck         2 bedrooms,         2 percommance feet         \$709         10% \$3,000         25%         65%           Point Park &         95 Middle Neck         2 percommance feet         \$709         10% \$3,000         25%         75%	Alley/Hernery Apt. 2)	Washington	700 square feet	\$574	10%	\$1,350	25%	75%	
Ve (Caretaklers ver)         Road, Port value         1 large bedroom.         \$379         10%         \$1,000         25%         65%           plate Marrision Wing)         Washington         900 square feet         \$379         10%         \$1,000         25%         65%           Point Park & Flours - ve (Washington         Road, Port value         Large home         \$5,624         10%         \$6,600         15%         85%         \$8%           Point Park & Flours - ve (Garage ver)         95 Middle Neck         1 bedrooms, 2 small bedrooms, 1,000 square feet         \$709         \$1,700         25%         65%           Point Park & Road, Port very Small bedrooms, 2 bedrooms, 2 small bedrooms, 2 small bedrooms, 3 pproximately 2 small bedrooms, 3 pproximately 3 pproxim	Sande Boint Dark &	95 Middle Neck	:					•	
Italise Mansion Wing)   Washington   900 square feet   \$379   10% \$1,000   25%   65%	Procenus (Camialians	Road Port	1 large bedroom			•			
Point Park & Point Park & Road, Port (Mills Fleurs - Vashington         Large home         \$5,624         10%         \$6,600         15%         85%         \$5,624         10%         \$6,600         15%         85%         \$5,624         10%         \$6,600         15%         85%         \$5,624         10%         \$6,600         15%         85%         \$5,624         10%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$5,624         10%         \$6,600         15%         \$6,600         15%         \$6,600         10%         \$1,700	Unit Falaise Mansion Wing)	Washington	900 square feet	\$379	10%	\$1,000	.25%	65%	
Point Park & 95 Middle Neck Port Large home \$5,624 10% \$6,600 15% 85% 100 15% 15% 100				•			• .		
Activation Freuits         Road, Fort         Large home         \$5,624         10%         \$6,600         15%         85%           nd Floors)         Washington         Large home         \$5,624         10%         \$6,600         15%         85%	Canas Point Faix &	SO TRICOLE NECK	•				•	•	
Point Park & 95 Middle Neck 1-bedroom,  Are (Garage Road, Port 2 smaller rooms,  The Indianal Road Port 1,000 square feet \$709 10% \$1,700 25%.  Washington 1,000 square feet \$709 10% \$1,700 25%.  Point Park & 95 Middle Neck 2 small bedrooms,  Point Park & 95 Mi	1st & 2nd Floors)	Washington	Large home	\$5,624	10%	\$5,600	15%	85%	きのので
Point Park &       95 Middle Neck       1-bedroom,         re (Garage       Road, Port       2 smaller rooms,       1,000 square feet       \$709       10%       \$1,700       25%       65%         nance Building)       Washington       2 bedrooms,       2 bedrooms,         Point Park &       95 Middle Neck       2 small bedrooms,         Point Park &       95 Middle Neck       2 small bedrooms,         Road, Port       approximately       \$1,125       10%       \$3,000       25%       75%						٠			
re (Garage       Road, Port       2 smaller rooms,       \$709       10%       \$1,700       25%         nance Building)       Washington       1,000 square feet       \$709       10%       \$1,700       25%         Point Park &       95 Middle Neck       2 bedrooms,       2 bedrooms,       2 point bedrooms,       2 small bedro	Sands Point Park &	95 Middle Neck	1 bedroom,	٠					
nance Building)         Washington         1,000 square feet         \$709         10%         \$1,700         25%         60%           Point Park &         95 Middle Neck         2 small bedrooms,         2 small bedrooms,         Point Park &         2 small bedrooms,         3 small bedrooms,	Preserve (Garage	Road, Port	2 smaller rooms,						
Point Park & 95 Middle Neck 2 small bedrooms,  Point Park & 95 Middle Ne	Maintenance Building) .	Washington	1,000 square feet	- \$709	10%[	\$1,700	25%	65%	
Point Park & 95 Middle Neck 2 small bedrooms,  ve (Lane Lodge Road, Port approximately \$1.125 10% \$3.000 25%)			2 bedrooms,					-	
ve (Lane Loage Road, Port approximately \$1.125 : 10% \$3.000 25%		95 Middle Neck	2 small bedrooms,				luta d		
	Ant 1)	Machineton	1.816 signare feet	\$1,125	. 10%	\$3,000	25%	75%	

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Jericho Historic Preserve (Chesire House)		Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho Historic Preserve	Jericho Historic Preserve (Elias Hicks House)	Sands Point Park & Preserve (Lane Lodge - Ant. 3)	Sands Point Park & Preserve (Lane Lodge -	Dropperty Name
Tumpike, Jericho	1 Old Jericho	35 Old Jericho Tumpike Jericho	1816 Old Jericho Tumpike,	1740 Old Jericho Turnpike, Jericho	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	Property
dining room, . kitchen	4 bedrooms, 2 1/2 baths, foyer, fiving room,	9 bedrooms, 5 1/2 beths, foyer, living room, kitchen, family room and laundry room	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	2865 square feet 5 bedroom house	Living room Dining room 2.5 bedrooms 1.5 baths	No dining room 2.5 bedrooms 1 bath	Property Description
\$2,531		8	\$586 6	\$1,664	\$633	\$724	Current U&O Fee
10%		10%	10%	10%	10%	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$4,000		\$2,500	\$1,500	\$3,000		\$2,000	Year 4 Projected U&O Fee
20%		20%	20%	20%	25%	25%	Proposer's Monthly Percentage
80%		5%	. 5%	5%	65%	48%	Insurance Deferred Maintenance and Net Capital investment Percentage
300 Miles		75%	75%	75%	10%	27%	Monthly Net Revenue to the County (Percentage)

		-			Vasr 4			
Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	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		1 large bedroom, living room & eat						
(Farmlane Barn)	57 Route 106	kitchen. 1,200					-	
	Jericho	square feet	\$514	10%	\$1,450	25%	75%	0%
		1 bedroom, living					-	,
•	63 Route 106	kitchen & closed	,				•	
Jericho Historic Preserve	Oyster Bay	in porch, 995						
(Farmlane Cottage 1)	Road, Jericho	square feet	\$457	10%	\$1,250	25%	. 39%	36%
		1 bedroom, living						
-	63 Route 106	room, living room,				-		
Jericho Historic Preserve	Oyster Bay	kitchen	Prior Fee	<u>.</u>	2			100/
(Farmiane Cottage 2)	Road, Jericho	559 square teet	\$580	0%01	\$1,000	25%	5%	/0%
•	200 Port							-
	Washington	Studio cottage,		<del>/****</del>				71.71
d Preserve	Road,	eat in kitchen,	Prior Fee					<i>:</i>
(Cottage)	Manhasset	garage	\$650	10%	\$500	25%	.5%	70%
Mutton town Park &	1864			•	:			
Preserve (Nassau Hall)	Mutton town	VACANT	Prior Fee		•		**	•
2nd Floor	Road	4,297 square feet	\$702	.10%	\$3,072	25%	.8%	. 67%
Mutton town Park &	1284					•		
Preserve (Nassau Hail)	Mutton town				-		•	٠,
3rd Floor	Road.	3124 square feet .	\$702	10%	\$1,000	25%	5%	70%
		2 bedrooms, two						
Mutton town Park &	1864	2 baths, living						
Preserve - Nassau Hall -	Mutton town	room, dining	}		3	200	50/	1034
Gatehouse - Apt. 1	Road	room, kitchen	\$908	10%	52,500	20%	5%	/5%

		T			Vaco V			
	10-20			Proposer's Monthly		Proposer's Monthly	Insurance Deferred Maintenance	Monthly Net
	Property	Property Description	Current	Percentage Fee Prior to	Projected	Репсепиде	and Net Capital Investment Percentage	the County (Percentage)
Minton foun Park &	1864			Explained and advantage of the second				
Preserve - Nassau Hall -	Mutton town	2 small bedrooms,	2746	10%	\$1 3F5	) 5.5%	5%	70%
Galeriouse - Apr. 4	Togad	3 bedrooms 2	43.70		4.1000			
		bath, living room,						
Mutton town Park &		dining room,		-		·		
Preserve - Barn swallow	1920 Route 106	office, garage	}	2	3	3	50	7507
Canage nouse	Marion family	hadrome A	1000	70,01	Ay COO	10,0	4	
		1/2 baths, toyer,						
		fiving room,	***					
		dining room, den						
Mutton town Park &		and 2 family					,	
Preserve (Barn swallow	1920 Route 106	rooms, outside	3		}	****	3	750/
Center)	Mutton town	pona	\$4,400	10%	\$3,500	2070	0/8	10/0
	1864							
Mutton town Park & .	Mutton town							
Preserve - Nassau Hall	Road	1 bedroom, 1	•					
Courtyard #3	Mutton town	bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park &	36 Mutton town		y.		:	•	:	
Preserve - Blue Ocean	Road, East	Office space-			}			****
	I AN TENEDAL	(1) roomanamay	***	10/0	94,000	0/03	74.75	70,00
Mutton town Park &	36 Mutton town	1 bedroom. 1	,				-	
Preserve (Chelsea Wind .	Road East	bath, living room		•••		·		
Apartment)	Norwich, NY	992 square feet	\$608	10%	\$850	25%	5%	.70%
							•	
Mutton town Park &	36 Mutton town	4 bedrooms, 2						
Preserve (Chelsea	Road, mast	Daths, 4,400	9547	100	ී බබ	2000	26U&	SON THE PROPERTY OF STREET
Maintenance Quarters)	Norwich, NY	square reer	\$617	0,01	2000	4,07	@ W.CO	とのできる。

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					Year 4			-
				Proposer's		Proposer's	Insurance Deferred Maintenance	Monthly Net
	•			Percentage		Percentage	and Net Capital	Revenue to
	Property	Property	Current	Fae Prior to	Projected		Investment	the County
. Property Name		Description	U&O Fee	Improvement	020109		Percentage	(Percentage)
	•							
Mutton town Park &	36 Mutton town	2.5 bedrooms, 1						-
Preserve (Chelsea	Road, East	bath, 1,100						7007
Garage Apartment)	Norwich, NY	square feet	\$672	10%	\$1,650	25%	2/6	70%
Million form Dady &	36 Matter town	2.5 hedrooms 1						
Preserve - Chelsea	Road, East	bath, ERIK,		-		•		Telephone in the property of the party of th
Lodge Gatehouse	Norwich, NY	899 square feet	\$0	10%	\$1,500	25%	/5%	10% 国際の対象を表現のです。
	2187							
Thinkson Lives	Aronio	1 390 Source feet					<i>n</i>	
Apartment	Seaford	2nd floor only	\$672	10%	\$1,000	25%	5%	70%
•		3 bedrooms, 2						•
-	45 Sandy Hill	baths, den, living			4			
Tiffany Creek Preserve	Road, Oyster	room, 3,756	! !		}		) }	COCOCONO DE CONTROPO DE CONTRO
	Bay	square feet	\$350	10%	\$3,500	20%	<b>20%</b>	
	100 Crescent		,			· <u>.</u>	· ·	•
Welwyn Preserve	Beach Road,	2.5 bedrooms,		•				
(Caretaker Unit)	Glen Cove	1,300 Square feet	\$350	10%	\$1,700	20%	. 5%	75%
							, 	
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022		٠.	
-	Annualized		\$313.848	\$313.848 Annualized	\$840,264			;
	La Traiter				2			

Sands Point Park & Preserve (Lane Lodge Apt. 1)	Sands Point Park & Preserve (Garage Maintenance Building	Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	Sands Point Park & Preserve (Caretakers Unit Falaise Mansien	Sands Point Park & Preserve (Bowling Alley/Hernery Apt. 2)	Sands Point Park & Preserve (Bowling Allew/Hennery Apt, 1)	Sands Point Park & Preserve (Superint Quarters)	Sands Point Park & Preserve (Captain's Ouarters)	
t Park & ane Lodge	t Park & . Parage & Building) .	t Park & fille Fleurs - loors)	Sands Point Park & Preserve (Caretakers Unit Fataise Mansion Wing)	t Park & Sowling ery Apt. 2)	t Park & Sowling er Apt. 1)	Sands Point Park & Preserve (Superintendent's · Quarters)	at Park &	Property Name
95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 Middle Neck Road, Port Washington	95 ididdle Neck Road, Port Washington	Property
2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	1 bedroom, 2 smaller rooms, 1,000 square feet	Large home	1 large bedroom, 900 square feet	1 large bedroom, living room, 700 square feet	1 large bedroom, fiving room, 700 square feet	3 bedrooms, 1.5 bath, living room, foyer, family room	3 Bedrooms, 2 bath, living room, dining	Property Description
\$1,125	\$709	\$5,624	\$379	Prior Fee \$574	\$574	\$977	Prior Fee \$567	Current U&O Fee
10%	10%	10%	10%	10%	· 10%	10%	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$3,000	\$1,700	\$6,600	\$1,000	\$1,350	\$1,700	\$2,800	\$3,500	Year 5 Projected USO Fee
25%	25%	15%	25%	25%	25%	20%	25%	Proposer's Monthly Percentage
75%	6%	8%	6%	75%	75%	6%	22%	Insurance Deferred Maintenance and Net Capital Investment Percentage
75%	69%	79%	89%	0%	75%	74%	53%	Monthly Net Revenue to the County (Percentage)

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

							•
Mutton town Park & Preserve - Nassau Håll - Gatehouse - Apt. 1	Mutton town Park &. Preserve (Nassau Hall) 3rd Floor	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	Eldersfield Preserve (Cottage)	Jericho Historic Preserve (Farmlane Cottage 2)	Jericho Historic Preserve (Farmlane Cottage 1)	Jericho Historic Preserve (Farmlane Barn)	Property Name
1864 Mutton town Road	1864 Mutton town Road.	1864 Mutton town Road	200 Port Washington Road, Manhasset	63 Route 106 · Oyster Bay Road, Jericho	63 Route 106 Oyster Bay Road, Jericho	57 Route 106 Jericho	Property
2 bedrooms, two 2 baths, living room, dining room, kitchen	3124 square feet	VACANT 4,297 square feet	Studio cottage, . eat in kitchen, garage	1 bedroom, living room, living room, kitchen 559 square feet	1 bedroom, living moom, eat in kitchen & closed in porch, 985 square feet	1 large bedroom, living room & eat kitchen. 1,200 square feet	Property Description
\$908	\$702	Prior Fee \$702	Prior Fee	Prior Fee \$586	\$457	\$514	Current U&O Fee
10%	10%	10%	10%	10%	10%	10%	Proposer's Monthly Percentage Fee Prior to Improvement
\$2,500	\$1,000	\$3,072	\$500	\$1,000	\$1,250	\$1,450	Year 5 Projected U&O Fee
20%	25%	25%	·	25%	25%	25%	Proposer's Monthly Percentage
6%	6%	67%	8%		6%	· 75%	Insurance Deferred Maintenance and Net Capital Investment Percentage
74%	69%	79%		69%	69%	.0%	Monthly Net Revenue to the County (Percentage)

•								
				,	Year 5	7	language.	
,				Proposer's Monthly		Monthly	Insurance Deferred Maintenance	Monthly Net
			Cirrant	Percentage	Dominarion	Percentage	and Net Capital	the County
Property Name	rioperty	Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Mutton town Park &	1864			<u> </u>				
Preserve - Nassau Hall -	Mutton town	2 small bedrooms,					)	330
Gatehouse - Apt. 2	Road	1 bath, living room	\$746	10%	\$1,350	25%	6%	0,60
		3 bedrooms, 2						
•		bath, living room,			,			
Mutton town Park &		dining room,						
Preserve - Barn swallow	1920 Route 106	office, garage	8 7	10%	\$2,600	20%	6%	74%
California California		4 hedrooms 4						
	•	1/2 baths, foyer,						
		living room,						
		dining room, den						
Mutton town Park &		and 2 family						
Preserve (Barn swallow	1920 Route 106	rooms, outside				1		-   
Center)	Mutton town	pond	\$2,400	10%	\$3,500	20%	6%	74%
	1864		,	-				•
Mutton town Park &	Mutton town	•	•					
Preserve + Nassau Hall	Road	1 bedroom, 1			٠			
Courtyard #3	Mutton town	bath, living room	\$677	10%	\$1,150	.25%	%	69%
				•	,		•	٠
MUTTON TOWN MATERIA	30 MULION TOWN							•
Freserve - Dide Ocean	Month MY	(7) mome/hallway	ŝ	10%	\$2,000	20%	40%	40%
Mutton town Park &	36 Mutton town	1 bedroom, 1					•	
Preserve (Chelsea Wing	Road, East	bath, living room		•	! !			
Apartment)	Norwich, NY	992 square feet	\$606	10%	\$850	25%	6%	09%
Mutton town Park &	36 Mutton town	4 bedrooms, 2						•
Preserve (Chelsea	Road, East	baths, 2,200	*0.4	100	\$ 000 000	3000	20%	WANTED STATES
Maintenance Quarters)	Norwich, NY	square reet	7.00	97.01	200,000	10/07	0/00	12

; ·

					Year 5		•	
				Proposers		Proposer's	Insurance Deferred Maintenance	Monthly Net
•				Percentage	Projected	Percentage	and Net Capital	the County
Property Name	riopoly	Description	U&O Fee	Improvement	U&O Fee		Percentage	(Percentage)
Multon town Park &	TIMO	2.5 bedrooms, 1						
Preserve (Cheisea	•	bath, 1,100		3		250		200
Garage Apartment)		square feet	\$6/2	Ju%	000,14	20/0	670	
Mutton town Park &	36 Mutton town	2.5 bedrooms, 1						
Preserve - Chelsea .		bath, ERIK,	3	4002	7 70	2626	75%	75%
Lodge Gatehouse	Norwich, NY	Sys square reet	<del>\$</del>	10/01	900.19	20,00		DODE THE PROPERTY OF THE PARTY
	Washington						**************************************	
Maintenance House		1,280 Square feet			:		50/	508/
Apartment	Seaford	2nd floor only	\$672	70%	\$1,000	20%	0/0	03/0
		3 bedrooms, 2						- 12 de
	45 Sandy Hill	baths, den, living					,	
Tiffany Creek Preserve	d, Oyster	room, 3,756	3	1000	3	37ex	7808 7808	がある。自然は一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一
(Caretaker Unit)	Вау	square reet	9000	10701	\$3,000	2070	20.70	STATE OF THE PARTY
	100 Crescent		,	•				
Welwyn Preserve	<u>.</u>	2.5 bedrooms,	? 35 37	i de	\$ 300 \$ 300	5000	5%	7.4%
(Caretaker Unit)	Gien Cove	1,500 Square feet	9000	10/01	¥1,1		44.5	
			•					•
	Monthly (Less Prior Fees)		\$26,154 Monthly	Monthly	\$70,022	•	•	
	•				•			
	Annualized		\$313,848 Annualized	Annualized .	\$840,264			

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cleanup.	1	62,325,00	62,325.00	Jericho Historic Preserve-Farmiane Barn
leaders and gutters, screen doors, landscaping and				
painting, mail box posts, new exterior sheathing,				
concrete footings and structural support, exterior				
plumbing to code, closets, sump pump, lighting, drywell,				-
New kitchen, new bathroom, upgrade electric and				WINE INSERT TOTAL
cauting and hose bibs.	•	15,648,40	15.648.40	Joseph Arthrio Dessaya. Obastra House
NA SALES SALES SALES SALES SALES WORK	1			Jericho Historic Preserve-Dr. S. Carl Homestead
NA	*	,		Jericho Historic Preserve-Carriage Barn
painting.		19,450.00	19,450,00	Jericho Historic Preserve-Elias Hicks House
door, repair structural damage on porch and exterior	,			
screen door, repair side entrance, new cellar storm				
4	10,000.00	34,173,65	44,173.65	Sands Point Pairk & Preserve-Lane Lodge Apt. 3
code, interior painting, refinish and/or install wood floors				
╄	10,000.00	5,573,65	15,572,65	Sands Point Park & Preserve-Lane Lodge Apt. 2
	·.	•		
-	10,000.00	99,236.01	109,236,01	Sands Point Park & Preserve-Lane Lodge Apt. 1
_				
detectors, boiler repairs, window well covers and new				
upgrade electric and plumbing to code, new interior wall sections where needed, cesspool planning, smoke		,		
New kitchen, upgrade bathroom, sheetrock in all rooms,				
New piping and fittings in kitchen.	ī	1,466.43	1,466.43	Sands Point Park & Preserve-Garage Maintenance
NA		-	•	Sands Point Park & Preserve-Mille Fleurs
	7,500.00	350.00	7,850.00	Sands Point Park & Preserve-Caretakers Unit
Signify and mouse repair and annoval demonstra-	*	41,838.56	41,838.56	Sand Points Park & Preserve-Bowling Alley Apt. 2
heams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new wirdows, interior painting, new floors, new windows and new little painting.				
Gul apartment Replace folied wall studs and ceiling	Approximation Committee and Approximation and Ap	00,000,00	35,000,00	Sands Point Park & Preserve-Bowling Alley Apt. 1
integrates electric and pullifully to code, now windows and new siding and smoke detectors.		33 550 00	22 550 00	
repairs, upgraded kitchen, upgraded bathnoon,				
and oil burner chamber.		5,103.54	5,103.54	Sands Point Park & Preserve-Superintendent's Quarters
upgrade heating and intenor painting.	\$	\$ 26,800.00	-\$ 26,800.00	Sands Point Park & Preserve-Captain's Quarters
repairs, upgrade electric and plumbing to code,		٠		
10.0	Canal Tuture	#Actual to 09/30/07	Jaka w Projected Total www	with the property of the same and the property of the property of the same and the

		ı.	,	Wellwyn Preserve-Caretaker Unit
Exterior painting.	7,500.00	77,408.84	84,908,84	Tiffany Creek Preserve-Caretaker Unit
New kitchen, upgrade one baltirooms, two new baltirooms, upgrade electric and plumbing to code, interior painting; refinish and/or install wood floors.		•		
Plumbing upgrades.		2,079.60	2,079.60	Tackapusah Preserve-Maintenance House Apartment
painting, refinish wood floors; exterior painting,		50,990,42	50,990,42	Muttontown Park & Preserve-Chelsea Lodge Gatehouse
lattice, upgrade boiler, kitchen ceiling replaced, interior	•			
plumbing to code, plumbing for washer/dryer, new	:			
New Vitchen new hatheron improved electric and				
Exterior painting.		5,300,00	5,300.00	Muttontown Park & Preserve-Chelsea Garage Apt
and replace rotted wood in floor and walls as needed.		92,923.23	92,923.23	Muttontown Park & Preseive - Chelsea Maintenance
and stairs, seat walls and floors to eliminate pet odors	•	•		
floors, exterior painting, rear exterior concrete porch				
to code, interior painting, refinish and/or install wood			-	
New kitchen, upgrade two bathrooms, new first floor hathroom. Both fixtures, upgrade electric and plumbing				
Interior painting, new kitchen, bathroom upgrade.		13,250.00	13,250.00	Muttontown Park & Preserve-Chelsea Caretaker Unit
bathroom upgrade.		22,635.00	22,635.00	Muttortown Park & Preserve North Wing-2nd/3rd Floor-
and plaster repairs, light fixtures, carpet runners and		,		
Oil burner repairs.	-	622.66	622.66	Muttontown Park & Preserve-Nassau Hall Apt. 3
repair. Exterior painting.	7,500.00	6,513.80	14,013.80	Muttontown Park & Preserve-Barnswallow Center
Calling registerment due to water damage and poller	40.0004		, , , , , , , , , , , , , , , , , , , ,	
Battiroom, partial interior painting and moid remediation.	90,000 51		15,000,00	Muttontown Park & Preserve-Barnswallow Carriage
Oil burner repairs.	*	622.67	622.67	Muttontown Park & Preserve- Nassau Hall Apt. 2
Oil burner repairs.	,	2,196.50	2,196.50	Muttontown Park & Preserve-Nassau Hall Apt. 1
NA ""	+	_		Muttontown Park & Preserve-Nassau Hall 3rd Floor
NA	-			Muttontown Park & Preserve-Nassau Hall 2nd Floor
landscaping.		3,000.00	3,000.00	Eldersfield Preserve-Cattage
nterior painting, wall repairs; new gutters and leaders, patio repairs, gazeho repaired and painted and		-		
	3,750.00	750.00	4,500.00	Jericho Historic Preserve-Farmlane Cottage 2
30,000.00 floors, interior painting and windows.	30,000.00	15,274.60	45,274.60	Jericho Historic Preserve-Farmlane Cottage 1
cesspool and new house trap. Kitchen, bathroom,				
1.32	of a sining to a feel out	ine/fepiotifiants/	all marketolected floral mark	Property Address, was a way of the state of

Total

ASSOCIATION OF THE PROPERTY OF

CHUMI R. DIAMOND
CLERK OF THE LEGISLATURE

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

AMURAL MEAN

NASSAU COUNTY LEGISLATURE

NASSAU COUNTY LEGISLATURE 1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

Tebruary 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

Capko6000052 Contract ID#: COPK0600052-01/

## Contract Details

Department: Parks, Rec. & Museums

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

New Renewal	1) Mandated Program:	· ·	T
Amendment ( 3 )		Yes 🗌	No 🗶
	2) Comptroller Approval Form Attached:	Yes X	No
Time Extension	3) CSEA Agreement § 32 Compliance Attached;	Yes	No Z
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:		
Blanket Resolution		Yes	NOIX
RES#	5) Insurance Required	Yes 📈	No 🗆

# Agency Information I.

Vendo	1
Smith & Drake Realty Corp d/b/a	Vendor ID#
Smith & DeGroat Real Estate	020763626-01
Address	Contact Person
27 East Jericho Turnpike, Mineola Ny	Mathew Smith
11501	
	Phone
REG: SHITH & DRAKE REALTY CORP.	(516) 248-6905

= (c	ounty Depart	ment
Departm	ent Contact	erodernada gari
		TO BE DEC
Address	Christine Windhotz, Bisenhow	an Davida 12
	NY 11554 572-0237	or Perk Hest
111CHUUN	N1 11334 572-13237	
Phone 5	6 571-0328 & 572-0257	·

Routing Slip

Jose L. Lopez, Commissioner:

Joseph Gill, Deputy Commissioner:

DATE Reed	DEPARTMENT	Internal Verification approach SIGNATURE Leg Approach
av .	1/15/2009 Department	NIFS Entry (Dept.) NIFS Appvl (Dept. Head)
		Contractor Registered YS 1/5/0° OCA Construction
116/09	OMB	NIFS Approval (Contractor Registered) (Contractor Registered) (Contractor Registered) (Contractor Registered) (Contractor Registered)
bylo	County Attorney	CA RE & Insurance Verification    CA RE & Insurance   Capable   Ca
	County Attorney	CA Approval as to form 2 12 108 S YES NOT
	Legislative Affairs	Fw'd Original Contract to
-	County Attorney	NIFS Approval
	Comptroller	NIFS Approval
	County Executive	Notarization Filed with Clark of the Leg.   2-14-06



Department: Parks, Rec. & Museums

# **Contract Summary**

- Carrier Marian
Description: Property Management of Landmark Units.
Purpose: County and the Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to amend Appendix A and A to Contractor desire to a to Contractor desire to a to Contractor desire to a to Contractor desire to a to Contractor desire to Cont
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[
Method of Procurement: RFP issued on December 15, 2005.
Programment Windows Odicial
Procurement History: Original Agreement approved by County Legislature in September 2006 allows County to add units to agreement.
Description of Classic Transferred
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:
Change in Contract from Prior Procurement:
and a sour a room entent:
Recommendation: (approve as submitted)
Advisement Information

## Advisement Information

BUDGET CODES Fund: GEV	FUNDING SOURCE  Revenue Contract	AMOUNT XXXXXXX	OF	LINE	index/ortect	CODE	AMOUNT
Control: PK	County	S		5	The state of the s	—ws	\$
Resp: //60	Federal	\$	1	/30	an survive		\$
Object: 500	State	\$		special 1	OKCENTION		3
Transaction: 109	Capital	\$		5	AGEIVIIO D	E500	\$10/
	Other	\$		APIRION	The same of the sa	The second secon	<u> </u>
RENEWAL	TOTAL	5,0/4			TO A	TOTAL	C. OVER

Document Prepared By:

RENEW	AL.
% Increase	
% Decrease	

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

1/18/08 Date;

TOTAL

Contract ID#; CQPK0600052-014



## Department: Parks, Rec. & Museums

	NIFS Certification	Comptroller Cordification		County is regular Approval
	I certify that this document was accepted into NIFS.	I certify that an unancumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name	/w/
Name	6.0	Namo Shop o o o o o	Date	
Date		Date		2-18-09 (Por Office Use Only)
	2/17/09		E#:	, , , , , , , , , , , , , , , , , , ,

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	<del>-</del>	
Estaté		
CONTRACTOR ADDRESS: 27 E. Jeriche	Toke Mene	ola My 11501
Estate CONTRACTOR ADDRESS: 27 E. Jeriche	11100100	
FEDERAL TAX ID #: 02076326-01		
<u>Instructions:</u> Please check the appropriation roman numerals, and provide all the reque	•	
I. □ The contract was awarded to the lower	est, responsible	bidder after advertisement
for sealed bids. The contract was awarded		
ì	Inexugnaneri	On.
[date]. The sealed bids were publicly opened on	[man, what ar ]	[date]. [#] of
sealed bids were received and opened.		
II. □ The contractor was selected pursuan	t to a Request:	for Proposals.
The Contract was entered into after a written reque		
[date]. Potential proposers were made aware of the	availability of the	RFP by
[newspaper advertisement, posting on website, mail-		
copies of the RFP. Pronosals were due on	[.	Idatel. [#] proposals were
copies of the RFP. Proposals were due on received and evaluated. The	evaluation	committee consisted
of:		001101000
OA1		
	flist members]	The proposals were scored and
ranked. As a result of the scoring and ranking (attach		

III. If 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.
alter RFF ISSUED ON VENETINE DIDOS.
r 1
[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 L	aw Section	119-0,	the	department	is	purchasing	the	services
required throu	gh an inte	x-municipal a	greement.							

VI. 

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

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

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

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

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.

12/10/08

Date

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

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

#### AMENDMENT NO. 3

AMENDMENT, dated as of 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:

CQPK060000 52

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") 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 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. <u>Full Force and Effect</u>. 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

NASSAU COUNTY	NAS	SSA	Uί	CO.	UN	TY	7
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			<b>B B B</b>	**************************************	(2) (E)	(Contraction)	 
	Title:_	Depu	ity Cor	<u>unty I</u>	<u>kxecu</u>	tive	
	Date:		Ø7		<i>A</i>	mB,	
	_		4			A.A.	 

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 26 day of November in the year 200 & before me personally
On the 26 day of November in the year 200 & before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did
denose and say that he or she resides in the County of San Arto I to that he or she is the
CEO of Smith + Drafe 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 Gemmission Expires March 6, 2011

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

On the 20 day of Felt in the year 200? before me personally came Light to me personally known, who, being by me duly sworn, did

NOTARY PUBLIC

2 D. Collin

Oualified in Nassau County 20 to 100 to 200 
APPENDIXA

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		Year 2					
			Proposer's Monthly	Insurance, Repairs &	Monthly Net		
Property Name	Location	Projected U&O Fee	Percentage	Maintenance, Deferred Maintenance and Net Capital Investment %	Revenue to the County (Percentage)	QS	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000	25%	%9L	<b>%</b> 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/Hennery Apt. 1)	Port Washington, NY	\$1,750	25%	%51		\$438	<b>S</b>
Sands Point Park & Preserve (Bowling AlleyHennery Apt. 2)	Port Washington, NY	\$1,350	25%	75%	%D	\$538	<b>0\$</b>
Sands Point Park & Preserve (Carctakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,000	25%	75%	%0	\$250	SS.
Sands Point Park & Preserve (Mithe Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,600	. 15%	. 85%	%0	066\$	. 0\$
Sands Polint Park & Preserve (Garage Maintenance Building)	Porf Washington, NY	\$1,700	25%	75%	%0	\$425	8
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	23,000	25%	75%	% 0	\$750	8

REPENDIXA

		Year 2					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net	Monthly Net Revenue to the County	ç	A.I. I. I. O.
Property Name	Location	U&C Fee		Capital myssurant 76	(Feiceillage)	Q.	1
Sands Point Park & Preserve (Lane Lodge ~ Aot. 2)	Port Washington, NY	\$1,750	25%	75%	%0	\$438	0\$
Sands Point Park & Preserve (Lane Lodge - Ant 3)	Port Washington, NY	\$2,000	25%	75%	%0 .	\$500	8
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,000	20%	%08	%0	\$600	0\$
Jericho Historic Preserve (Cariste Ram)	Jericho, NY	\$1,500	20%	%08	%0	\$300	
(Carroge Dany			,		·*·		·
Jericho Historic Preserve.	Jericho, NY	\$2,500	20%	%08	%0	\$500	\$0
Processing Processing		• •		•	•	. 6	, \$
Jelicity magner resorts (Chesiré House)	Jericho, NY	\$4,000	20%	808	<b>%</b> O	***************************************	
Jericho Historic Preserve		,				•	,
(Farmlane Barn)	Jericho, NY	\$1,450	. 25%	75%	%0	\$363	8

APPENDIXA

		Year 2			-	•		
Property Name	Location	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	
Preserve ge 1)	Jericho, NY	\$1,300	20%	%08 *	%0	\$260	8	
ive	Jericho, NY	\$1,000	25%	75%	%0	\$250	30	22.00
	Manhasset, NY	\$500	25%	75%	%0	\$125	So	
d Preserve	Manhasset , NY	\$3,000	20%	9608	%0	\$600	80	
Makom House	Jencho, NY	<u>8</u> ,	20%	%08	%0	80	\$0.	
Old Mill Farms Unit 1	·· Jericho, NY	os .	2%	%56	%0		90	
Old Mill Farms Unit 2	Jenato, NY	08	5%	%S6	%0	30	,	

AREENDIXA.

		Your?					
			Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to		,
Property Name	Location	Projected U&O Fee	-	Maintenance and Net Capital Investment %	the County (Percentage)	as	COUNTY
Old Mill Farms Unit 3	Jencho, NY	0\$	5%	95%	%0	\$0	0\$
Old Mill Farms Unit 4	Jericho, NY	9,	2%	95%	%0	<b>8</b>	0\$
Old Mill Farms House	Jericho, NY	0\$	2%	%\$6	%0	\$0	8
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072	25%	75%	%0	\$768	8
Mutton town Park & Preserve (Nassau-Hall) 3rd Floor	East Norwich, NY	0\$	25%	75%	%0	\$	9
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,500	. 20%	%08	%0	\$500	<b>\$</b>
Mutton town Park & Preserve - Nassau Hall -	East Norwich NY	\$1,350	. 25%	75%	%0	\$338	0\$
allow	East Norwich, NY	\$2,600	25%	75%	%0	\$650	8

		Year 2						
٠			Proposer's Monthly	Insurance Repairs &	Monthly Nat			
		Projected	Percentage	Maintenance, Deferred Maintenance and Net	Revenue to			
Property Name	Location	U&O Fee		Capital Investment %	(Percentage)	CS	COUNTY	
Mutton town Park & Preserve (Bam swallow Center)	East Norwich, NY	\$3,500	20%	80%	%0	\$700	. 20	
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150	25%	75%	%0	\$268	· OS	
'ark & Je Ocean	East Nowich, NY	\$2,000	20%	80%	%0	\$400	S.O.S	
Mutton town Park & Preserve (Chelsea Wing . Apartment)	East Norwich, NY	\$850	25%	75%	% O	\$213	80	
n Park & Cheisea Wing First Floor Office	East Norwich, NY		25%	75%		0\$	; · · · · · · · · · · ·	•
Mutton town Park & Preserve (Chelsea Maintenance-Quarters)	East Norwich, NY		. 25%	75%	%0	. \$825	OS	
Multon town Park &							· · · · ·	:
Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,650	25%	75%	%0	\$413	\$0	•

		Year 2					
Property Name	Location	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	S	COUNTY
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,500	25%	, 12%	%0	\$375	OS
Maintenance House Apartment	Seaford, NY	\$1,000	25%	75%	%0	\$250	0\$
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,500	20%	%08	%0	\$700	0\$
Smithers Estate	Mili Neck, NY	\$2,500	20%	. 80%	%0	\$500	\$0
Fnggie's Fam Unit 1	East Meadow, NY.	\$1,300	.20%	%D8	%0	\$260	0\$
Fruggie's Fam Unit 2	East Meadow, NY	\$1,200	20%	80%		.\$240	0\$
Fruggie's Farm Farmstand 51,050 for (9) Months is \$789/North Annualized	East Meadow, NY	\$788	20%	80%	<b>%</b> 0	\$158	. 08
	West Hempstead, NY	<b>S</b>	. 20%	80%	%0	ନ	. <b>0</b>

PPENDIX A: .: ....

-		Year 2					
Property Name	Location	Projected U&O Fee	Proposer's Monthly Percentage	insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Not Revenue to the County (Percentage)	S	COUNTY
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%	\$78,650 \$74,727 \$943,914 \$896,718				\$17,151 \$16,233 \$205,806 \$195,516	8 8 8

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

\$3,288 Fruggie's Farm

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

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			Proposer's	£			
	•	Projected	Monthly Percentage	Maintenance, Deferred Maintenance and Net	Revenue to the County	g	) Links
Property Name	Location	U&O Fee		Capital Investment A	(Leiceilage)	S.	1000
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000	25%	75%	%0	\$750	જ
Sands Point Park & Preserve (Supetintendent's Quarters)	Port Washington, NY	\$2,800	20%	%08	%0	\$560	\$0
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,750	25%	75%	%0	\$438	9\$
Sands Point Park & Preserve (Bowling AllewHennery Apt. 2)	Port Washington, NY	\$1,350	%9Z	75%	%0	\$338	\$0
Sands Point Park & Preserve (Carotzkers Int Eslaisa Mariston Wino)	Port Washington, NY	\$1,000	25%	75%	<b>%</b> 0	\$250	.\$0
Sands Point Park & Preseive (Mile Fleurs - 1918 2nd Floors)	Port Washington, NY	\$6,600	15%	%S8	%0 	066\$	0\$
Sands Point Park & Preserve (Garage	Port Washington, NY	\$1,700	25%	75%	%0	\$425	\$0
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,000	25%	%SL	%0	\$750	89

ABRENDIX

		Year3					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net	Monthly Net Revenue to		
Property Name	Location	U&O Fee		Capital Investment %	(Percentage)	SD	COUNTY
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,750	25%	75%	%0	\$438	9
Sands Point Park & Preser <i>ve (La</i> ine Lodge - Apt, 3)	Port Washington, NY	\$2,000	25%	75%	%0	\$500	\$0
Jencho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,000	20%	%08	%0	009\$	0\$
Jericho Historic Preserve (Camage Bam)	Jericho, NY	\$1,500	20%	%08	%0	\$300	\$0
			•				• .
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,500	20%	80%	%O·	\$500	8.
		,		•			
Jencho Historic Preserve (Chesire House)	Jencho, NY	\$4,000	20%	80%	%0	\$800	8
Jenicho Historic Preserve		• • •	•			•	
(Familiane Bam)	Jericho, NY	\$1,450	25%	75%	0%	\$363	30

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		Year 3		The state of the s			
Property Name	Location	Projected USO Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance, and Net Cantral Investment &	Monthly Net Revenue to the County	S	Aprilo
Jericho Historic Preserve (Farmiane Cottage 1)	Jericho, NY	\$1,300		75%	%0	\$328	O\$
Jericho Historic Preserve (Farmlane Cottage 2)	Jerícho, NY	\$1,000	25%	75%	<b>%</b> 0	\$250	S
•	Manhasset, NY	\$500	25%	75%	%0	\$125	. 05
Eidersfield Preserve	Manhasset, NY	000'E\$	20%	80%	<b>%</b> 0	009\$	80
Malcom House	Jericho, NY	\$4,500	20%	80%	%0	006\$	0\$
Old Mill Farms Unit 1	Jericho, NY	\$1,800	%5	%56	%0		. 8
Old Mill Farms Unit 2	Jericho, NY	\$1,200		%36	%0	860	8

ARRENDIXA

		Vores					
			Proposer's Monthly	Insurance, Repairs &	Monthly Net		
Property Name	Location	Projected U&O Fee	Percentage	Maintenance, Deferred Maintenance and Net Capital Investment %	Revenue to the County (Percentage)	CS	COUNTY
Otd Mill Farms Unit 3	Income NV	O E O	)ou				
		25.200	870	0,00	200	9120	3
Old Mill Farms Unit 4	Jeńcho, NY	\$2,500	9%	%56	0%	\$125	S
Old Mill Farms House	Jericho, NY	\$3,000	5%	95%	<b>%</b> 0	. \$150	\$0
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072	25%	75%	<b>%</b> 0	\$768	\$0
Mutton town Park & Preserve (Nassau Hall) and Floor	Fast Norwich, NY	000148.	25%	%SL	%0	\$250	Ş
Mutton town Park & Preserve - Nassau Half - Galehouse - Aot. 1		\$2,500	20%	80%	. %	\$500	. 8
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2		\$1,350		75%	<b>%</b> 0	\$338	. 08
allow	East Norwich, NY	\$2,600	20%	80%	%0	\$520	8

APRENDIXA

		Year 3			-		
			Proposer's Monthly	Insurance, Repairs &	Monthly Net		•
Property Name	Location	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Mutton town Park & Preserve (Bam swallow Center)	East Norwich, NY	005'8\$	20%	80%	%0	002\$	0\$
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150	25%	75%	%0	\$288	O\$
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%	%08	%0 %0	\$500	0\$
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich; NY	006\$	25%	. 75%	<b>%</b> 0	\$225	0\$
Mutton town Park & Preserve (Chelsea Maintanance Quarters)	East Norwich, NY	\$3,300	20%	%08	%0	099\$	
	East Norwich, NY	\$1,650	. 25%	75%	%0	\$413	&

		Year 3					
			Proposer's Monthly	Insurance, Repairs &	Monthly Net		
roperty Name	Location	Projected U&O Fee	Percentago	Maintenance, Deferred Maintenance and Net Capital Investment %	Revenue to the County (Percentage)	SD	COUNTY
futton town Park &			·				
	East Norwich, NY	\$1,500	25%	75%	%0	57.53	g.
faintenance House	Seaford, NY	\$1,000	25%	7.5%	%0	\$250	80
ek Preserve Unit)	Ovster Bay, NY	\$3,500	70%	80%	%0	\$700	0%
		\$2,500	20%	80%	%0	. \$500	SO
					:		
riuggie's Farm Unit 1	East Meadow, NY	\$1,300	20%	%08	%0.	\$260	· 83
nuggie's Farm Unit 2	Fact Mearliny NY	83,200	. 20%	%08	, %0	\$240	:
fruggie's Farm Farmstand . 1,050 for (9) Wonths is S788/Month Annualized	East Meadow, NY	\$788	20%	80%	%0	\$158	0\$
	West Hempstead, NY	\$2,500	20%	80%	%0	8500	SO

		Year 3					٠
Property Name	Location	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
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,700	20%	%08	%0	\$340	S
% Increases from Prior Year Monthly Monthly with Vacancy Factor of Annualized Annualized with Vacancy Factor of	5.0%	\$100,210 \$100,210 \$93,199 \$1,202,514 \$1,142,388				\$19,633 \$18,651 \$235,596 \$223,816	8888

ARPENDIX W. ...

		Year					
ome Manne	Location	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Defensed Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's	Port Washington, NY	\$3,090	25%	35%	40%	\$773	\$1,236
Sands Point Park & Proserve (Superintendent's Ovarters)	Port Washington, NY	\$2,884	%0Z	40%	40%	115\$	\$1,154
Sands Point Park & Preserve (Bowling Allev/Hennery Apt. 1)	Port Washington, NY	\$1,803	25%	36%	40%	\$451	\$721
Sands Point Park & Preserve (Bowling Missurbonary Ant 2)	Port Washington, NY	\$1,391	. 25%	35%	40%	\$348	\$556
Sands Point Park & Preseyte (Caretakeis Preseyte (Caretakeis Minor)	Port Washington, NY	\$1,030	25%	%SE.	40%	\$258	\$412
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Fleors)		\$6,798	15%	45%	40%	\$1,020	\$2,719
Sands Point Park & Preserve (Garage	Port Washington, NY	\$1,751	25%	35%	40%	\$438	\$700
Sands Point Park & Preserve (Lane Lodge Aot. 1)		\$3,090	25%	35%	40%	\$773	\$1,236

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		Year					
·			Proposer's Monthly	insurance, Repairs &	Monthly Net		
Property Name	Location	Projected U&O Fee	Percentage	Maintenance, Deferred Maintenance and Net Capital Investment%	Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,803	25%	. 35%	40%	\$451	. \$724
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY:	\$2,060	25%	20%	92%	\$515	\$1,133
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,090	20%	25%	55%	\$618	\$1,700
Jericho Historic Preserve (Carriage Bam)	Jericho, NY	\$1,545	20%	. 25%	. 55%	\$309	\$850
					·		
Jericho Historic Preserve. (Dr. S. Carl Homestead)	Jericho, NY	\$2,575	20%		55%	\$515	\$1416
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$4,120	20%	25%	25%	\$824	\$2,266
Jericho Historic Preserve						• ,	
(Farmlane Barn)	Jericho, NY	\$1,494	25%	20%	55%	\$373	\$821

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		† 1831					_	
Monday	no le solo	Projected USO Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Canital Investment %	Monthly Net Revenue to the County	Ç	À LA LOS	
Topoly statis				minute and the second s				
Jericho Historic Preserve Farmlane Cottage 1)	Jericho, NY	\$1,339	25%	20%	. 55%	\$335	\$736	
Jericho Historic Preserve Farmtane Cottage 2)	Jericho, NY	\$1,030	25%	20%	858%	. \$258	. 8567	
Eldersfield Preserve Cottage)	Wanhasset , NY	\$515	25%	. 20%	55%	\$129	\$283	
Eldersfield Preserve	Manhasset, NY	\$3,090	20%		55%	\$618	\$1,700	
Valcom Heuse	Incipator ATV	5.4 A35	%0%		55%	\$927	\$2.549	
property and the second								
Old Mill Farms Unit 1	Jericho.:NY	\$1,854	5%	40%	55%	\$83	\$1,020	
		•	•		· ·	· .		• ;
Old Mill Farms Unit 2	Jericho, NY	\$1,236	5%	40%	92%	\$62	\$680	

KABBENDIXA

		Year 4					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance, and Net	Monthly Net Revenue to		
Property Name	Location	U&O Fee		Capital Investment %	(Percentage)	SD	COUNTY
Old Mill Farms Unit 3	Jericho, NY	\$2,575	5%	40%		\$125	\$1,416
Old Mill Farms Unit 4	Jericho, NY	\$2,575	5%	40%	%59	\$129	\$1,416
Old Mill Farms House	Jericho, NY	\$3,090	%9	40%	55%	\$155	\$1,700
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Nowich, NY	\$3,164	25%		55%	\$791	\$1,740
Mutton town Park & Preserve (Nassau Hall)	East Norwich, NY	060,18	25%	20%	%S\$	\$258	. \$567
Mutton town Park & Preserve - Nassau Half - Carehouse - April 1	East Norwich, NY	\$2,575	20%	25%		\$515	\$1,416
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,391	25%	20%	92%	\$348	\$765
Muton town Park & Preserve - Bam swallow	East Norwich, NY	\$2,678	20%	25%	\$28%	\$536	\$1,473

		1 . 2								
	COUNTY	\$1,983	. \$651	\$1,133	\$1,416	\$510	S1,869	\$335	٠	
· · · · · · · · · · · · · · · · · · ·	o os	\$727	\$296	\$412	\$515	\$232	\$680	\$425	·	
; ;	Monthly Net Revenue to the County (Percentage)	55%	25%	55%	25%	55%	925%	%99%		
	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	25%	20%	25%	25%	20%	%52.	20%	•	
•	Proposer's Monthly Percentago	20%	25%	20%	20%	25%	20%	25%		
	Year 4- Projected U&O Fee	\$3,605	\$1,185	\$2,060	\$2,575	\$927	83'368	\$1,700		
	Location	East Norwich, NY	East Norwich, NY	East Nowich, NY	East Norwich, NY	East Nowich, NY	East Norwich, NY	East Norwich, NY		
APPENDIXA	Property Name	Mutton town Park & Preserve (Barn swallow Center)	Mutton town Park & Preserve - Nassau Hail Courtyard #3	Mutton town Park & Preserve - Blue Ocean	Mutton town Park & Preserve (Chelsea Wing Apartment)	Mutton town Park & Prèserve (Chelsea Wing Anantment). First Floor Office				

		Year 4					
			Proposer's Monthly	insurance, Repairs &	Monthly Net		
Property Name	Location	Projected U&O Fee	a contrada	Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Mutton town Park &							
Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,545	25%	20%	55%	\$386	\$850
Maintenance House							
Apariment	Seaford, NY	84,030	25%	20%	%50	8073	ècs Spo
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,605		25%	55%	5721	\$1,983
				,	<del></del>		
Smithers Estate	Mill Neck, NY	\$2,575	20%	25%	55%	\$515	\$1,416
					. •		
Fruggle'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%	92%	5247	S880
		• • •					· · ·
Fruggie's Farm Farmstand 51,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$811	20%	25%	55%	S162	S446
Towns to Moringo	•		-				
במור במור במור במור במור במור במור במור	West Hempstead, NY	\$2,575	20%	25%	25%	5158	51,416

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		Year4					
Property Name	Location	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Nat Revenue to the County (Percentage)	Q,	COUNTY
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,751	20%	25%	55%	\$350	\$983
% Increases from Prior Year Monthly Monthly with Vacancy Factor of Annualized Annualized with Vacancy Factor of	5.0%	3.00% \$103,216 \$98,055 \$1,238,589 \$1,176,660				\$20,222 \$19,211 \$242,664 \$230,531	\$53,223 \$50,562 \$638,675 \$606,741

		Year 5					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net	Monthly Net Revenue to the County		•
Property Name	Location	U&O Fee		Capital Investment %	(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%	95%	\$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 Fataise Mansion Wing)	Port Washington, NY	\$1,061	25%	13%	9/29	\$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		13%	62%	\$454	\$1.118
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,183	25%	. 13%	%29	\$796	\$1,973

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		Year5					
			Proposer's Monthly Percentage	Insurance, Repairs & Maintanance, Deferred	Monthly Net Revenue to		
Property Name	Location	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
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 - Ant. 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 (Carriage Barn)	Jericho, NY	\$1,591	. 20%	. 16%	64%	\$318	\$1,018
Jericho Históric Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,652	20%		64%	\$530	\$1,697
Jericho Historic Preserve (Chestre House)	Jericho, NY	\$4,244	20%	16%	88%	\$849	. \$2.716
Jericho Historic Preserve (Farmlane Barn)	terisho NY	\$1,538	25%	11%	 64%	\$385	\$985
			Secrement of the second of the				

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		i ear o					
			Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to		•
Property Name	Location	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	878,178	25%	11%	84%	5345	\$583
Jerícho Historic Preservé (Familane Cottace 2)	Jericho, NY	\$4,061	25%	11%	64%	\$285	\$679
Eldersfield Preserve	Manhasset, NY	085\$	25%	11%	64%	\$133	5339
Eldersfield Preserve	Manhasset, NY	83,183	. 20%	16%	. 64%	\$637	\$2,037
Maicom House	Jericho, NY	54,774	20%	.16%	64%	\$955	\$3,055
Old Mill Farms Unit 1	Jeriaha, NY .	\$1,910	5%	31%	64%	\$95	\$7,222
Old Mill Farms Unit 2	Jericho, NY	\$1,273	5%	31%	64%	\$64	\$815

			,					
		Year 5						
•			Proposer's					
			Monthly	Insurance, Repairs & Maintenance, Deferred	Monthly Net			
- Same Married	20,740,70	Projected		Maintenance and Net Capital Investment %	the County	GS	COUNTY	
richary name					7			
ord Mill Farms Unit 3	Jericho, NY	\$2,652	5%	31%	64%	\$133	\$1,697	
Old Mill Farms Unit 4	Jericho, NY	\$2,652	3%	31%	64%	\$133	\$1,697	
Old Mill Farms House	Jericho, NY	83.183	9%6	31%	84%	\$159	52,037	
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,259	25%		64%	\$815	\$2,086	
Mutton town Park & Preserve (Nassau Hall).		P.D. P.O.	, , , , , , , , , , , , , , , , , , ,	20,000		5965	8679	•
3rd Floor Mutton town Park & Preserve - Nassau Hall -	East Norwich, NY	\$2,652	20%	16%	%99	\$630	51,697	
Vateriouse - Apr. 1 Mutton town Park 8 Preserve - Nassau Hall - Garabouse - Apt. 2	East Nowich, NY	\$1,432			64%	\$358	\$917	
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,758	20%		. 64%	2998	\$1,765	

APPENDIXA

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		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to		
Location	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
East Nowich, NY	\$3.713	20%	16%	64%;	\$743	\$2,376
East Norwich, NY	\$1,220	25%	11%	64%	\$305	\$781
East Norwich, NY	\$2,122	20%	18%	46	\$2.54	\$3,358
East Norwich, NY	. \$2,652	20%	16%	64%	\$530	S1,697
East Norwich, NY	968	25%	%11	64%	\$239	\$61:1
East Norwich, NY	\$3,501	20%	16%	64%	\$700	.\$2,241
East Norwich, NY	\$1,750	25%	11%	64%	\$438	\$1,120
	East Norwich, NY East Norwich, NY	Ionvich, NY	Jorwich, NY \$3,501	lorwich, NY \$3,501 20%	Jorwich, NY \$3,501 20% 16% 16% Jorwich, NY \$1,750 25% 11%	Jorwich, NY \$3.501 20% 16% 64% Jorwich, NY \$1,750 25% 11% 64%

APPENDIXA

		Year 5					
Property Name	Location	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	S	COUNTY
Mutton town Park & Preserve - Chelsea Lodge, Gatehouse	East Nowich, NY	\$1.591	25%	11%	64%	\$398	\$1,018
Maintenance House Apariment	Seaford, NY	\$1,061	25%	11%	64%	\$265	8679
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	83,713	,20%	16%	64%	\$743	\$2,376
Smithers Estate	Mii Neck, NY	\$2,652	20%		64%	\$530	\$1,697
Fruggie's Farm Unit 1	East Meadow, NY	\$1,379	20%	16%	64%	\$276	, 8883
Fruggie's, Farm Unit 2	East Meadow, NY	\$1,273	20%	16%	64%	\$255	\$315
Fruggie's Farm Farmstand 91.050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$835	20%	16%	64%	\$167	\$535
Trout Lake House	West Hempstead, NY	\$2,652		16%	94%	\$530	\$1,697

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		Year 5					
Property Name	Location	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
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,804	20%	16%	64%	\$361	\$1,154
% Increases from Prior Year Monthly Monthly with Vacancy Factor of Amualized Annualized with Vacancy Factor of	5.0%	3.00% \$106,312 \$100,997 \$1,275,747 \$1,211,960				\$20.829 \$19,787 \$249,944 \$237,447	\$67,553 \$54,175 \$810,635 \$770,103

Section   Part			14 (14)	Santa Sales Person Santa Sales	Common 200 Resolution at	SECTION OF SECTION	PARK ON CONTRACTOR	2011 STATE	ただけなける。別は他の世代の中のはこのなることものは他のでは、世代の世代の代表のはない。
5 5,550,54 5 5,550,34 5 5 10,000.00	的复数形式,所谓的最后的自然的是一种,是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	and decided and	MACINETY CONTRACTOR			_	_		vew kitchen, new tloors throughout time tloor, root
57 200.25				<del> </del>		<del></del>	•	<i></i>	eposts, upproce electric and parmong to code, upgrade resting and interior painting. Fierplace repair to code. Roof repoles, Rodate particion.
\$7,200.25  \$7,200.25	Sands Point Park & Proservo-Captahr's Quarters	43,635		,			-		Address Noor, We spout, outside door, new on fred gun
41 858 55  41 858 55	Sanda Dair Bert & Prosecus Smerintendent's Quarters	15,828.54	5,628.54	10,000.00			10,000,00		and off purior chamber. Windows.
41,886,56 41,886	CALLY TOTAL TENENT L'ESCUET COPPOSITION DE L'ESCUET CO							,	respect cover wall state some coming to the cover of the
44,829.55  44,829.55		20 500 500	30 000 14	• 11.5	<del></del>	***************************************			painting, new floors, new windows and new siding and applyed defactors.
8 17.00.00 1.18.11.73 1.18.11.43 1.18.1	Sands Point Park & Preserve-Bowling Alley Apt, 1	57,062,16	chieco, ic						Gut appriment. Replace roads wall stods and celling beams, not repairs, new kitchen, new battroom.
11811.73 1.1841.43 1.00000.0							,	<del>, 17=.12=</del>	upgrade electric and plumbing to code. now windows, interior painting, new Hoors, new Windows and new
1,221,123 1,221,123 1,221,1637 1,221,16	1 1 1	44 838 55	41,838,55						sking and house repair and smoke detectors.
1,16,11,23	Sand Points Park & Proserve-Bowling Alley Apt. 2					-7			Kitchen sink and strainer, interior paint and kitchen
16,590,292	Sands Dein Back & Preserve-Caretakers Unit	8,700.00	1,200.00	7,500.00		7,500.00	1		NA.
1.6.590.59 16.59	Cands Dain Part & Preserve-Mile Fleurs	1							New piping and staings in kitchen.
16,596.36	Conde Doint Dark & Preserve-Gurage Maintenance	1,841,43	1,841,43				1		
16.690.90 100.516.56 100.00000 100.000000 100.000000 100.000000 100.000000 100.000000 100.000000 100.000000 100.000000 100.00000000	ORGAN CANAL CONTRACTOR OF THE			·			•		New kitchen, upgrade bathroom, sheetrock in all fooms,
16,690,36  16,690,36  16,690,36  16,690,36  16,690,36  17,000,00  18,000,00  19,10,37  10,000,00  10,000,00  10,000,00  10,000,00									apprada elecate ana pinniana to coue, nen ancho acor.
16.590.39							,,		detectors, boller repairs, window well covers and new
16,590,299 6,597,257 10,000,000 10,000,000 10,000,000 10,000,00				<del>,,,,,</del>				•	electrical boxes, interfor painting, new closer, light
16,690,290 6,690,537 10,000,000 10,000,000 10,000,000 10,000,00		116,816.96	106,816,96	10,000,00			10,000.00		Replace Riches Colling and Inskal now stude where
16.590.99 6,650.59 10,000.00 10,000.	Sands Point Park & Prescrant Louge Print				•				needed in closel, paint and window well covers.
22.033.40 32.033.40 5.000.00 5		16.690.98	6,690.98	10,000,00			10,000,00		Verindows.
34,879,78	Sands Point Park & Proserve-Lans Longo Apr. Z								New Addition, appliance, upgrant bittering of floors code, interfor painting, refinish andfor install wood floors
\$4.879.76 \$4.879.79 \$5.000.00 \$5.000		2011017	49,110.37	10,000,00			10,000.00		and window well covers. Windows.
Figure Floate   34.879.78   34.879.72	Sands Point Park & Phoserve-Lane Lodge. Apl. 3	1000				• • •		4	screen door, repair side entrance, new cellar storm door,
State Floate   34,879,78   34,879,78   34,879,78   34,879,79   Storono   S					,	.:	:	.,	repair structural damage on porch and adedor painting.
Holose Flourer         34,819,78         34,879,78         34,879,78         34,879,78         34,879,79           S. Carl Hornestead         S. Carl Hornestead         \$2,000,00         \$2,033,40         \$2,033,40         \$2,033,40         \$2,000,00           sire House         \$1,216,21         \$2,216,27         \$5,000,00         \$5,000,00         \$5,000,00           miane Barm         \$1,216,27         \$2,216,27         \$5,000,00         \$5,000,00         \$5,000,00           miane Cottogot 2         \$3,000,00         \$3,000,00         \$3,000,00         \$3,000,00         \$3,000,00         \$3,000,00						•			New boiler, Basement toor and Hooss Settled and
Notice House   34,879,78   34,873,70   800,00		•							parties, exertited upgrades to code per an exertite firespection.
Scart House         800.00         800.00           S. Carl Housestead         32.033.40            sire House         32.033.40            miane Barm         67,255.14         67,265.14           miane Cottoge 2         10,916.67         5,000.00           93,000.00         93,000,00         5,000.00           93,000.00         93,000,00         93,000,00	Control of the Pinks Hinks House	34,879,78	34,879,78						Deck
S. Carl Hornestead         32,033,40         32,033,40           sire House         32,033,40         92,003,40           mlane Barn         67,255,14         67,255,14         67,255,14           mlane Cottogo 2         10,916,67         5,000,00         5,000,00           mlane Cottogo 2         3,500,00         3,500,00         5,000,00           93,000,00         93,000,00         93,000,00         6,000,00	Telefolia Classical Described Barr	00,008	00:008			ļ			WA
sire House         32,033,40         32,033,40         32,033,40         32,033,40         32,030,00         45,003,00         <	The Manual Deserve Dr. S. Carl Hordestead			•				ŀ	exterior painting, new southers, roof liasking, warsow
Sire House         32,033,40         32,033,40         32,033,40           miane Barm         67,255,14         57,255,14         5,000,00           miane Cottogo 1         67,216,27         5,000,00         5,000,00           miane Cottogo 2         3,500,00         5,000,00         5,000,00           93,000,00         93,000,00         93,000,00         -						•	•		coulting and hose blos, thenor painting and discussion populations to code. Now window wells.
Ster round:         67,255,14         57,255,14         5,000,00         5,000,00           Infane Cottage 1         67,216,27         5,000,00         5,000,00         5,000,00           Infane Cottage 2         10,916,57         5,916,57         5,000,00         5,000,00           3,500,00         3,500,00         93,000,00         -         5,000,00		32,033,40	32,033,40						
Mane Barn         67,255.14         67,255.14         67,255.14         67,255.14         67,255.14         67,000.00         68,000.00 <t< td=""><td>Jericho Historic Preservo-Liestia nouse</td><td></td><td></td><td></td><td>•</td><td>•</td><td></td><td></td><td>New Kilchen, new bathroom, upgrade electric and plumbing to code, closels, sump pump, lighting, drywell.</td></t<>	Jericho Historic Preservo-Liestia nouse				•	•			New Kilchen, new bathroom, upgrade electric and plumbing to code, closels, sump pump, lighting, drywell.
milane Cottage 1         67,255,14         67,255,14         62,216,27         5,000,00         5,000,00           milane Cottage 2         1,0,916,67         5,916,57         5,000,00         5,000,00         5,000,00           93,000,00         93,000,00         93,000,00         -         -         5,000,00							•		remove and reset bluestone patio, new thou joints,
milane Cottogo 2         67,255,14         67,255,14         62,216,27         5,000,00         5,000,00           milane Cottogo 2         10,916,57         5,916,57         5,000,00         5,000,00           93,000,00         93,000,00         -         -         5,000,00	-					<del>,</del>	•		paining, mail box posts, new exterior sheathing, leaders
milane Cottuge 1         67,216,27         62,216,27         5,000,00         5,000,00           milane Cottuge 2         10,916,67         5,916,67         5,000,00         5,000,00           5,500,00         3,500,00         3,500,00         3,500,00           93,000,00         93,000,00         93,000,00		ET 25C 14	67.255.14	,					and guiters, screen doors, landscuping and comorganisms souther control to the souther souther and new windle the front home to
minne Cottuge 1         67,216,27         62,216,27         5,000,00         5,000,00         5,000,00           minne Cottuge 2         16,916,67         5,316,67         5,000,00         5,000,00         5,000,00           3,500,00         3,500,00         3,500,00         -         -         -	Jeicho Historic Preservo-Famiane Barn	L, 7007 10							cesspool and new house trap. Kitchen, ballroom, floors,
Tribine Cottage 1 67,216,27 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 3,500.00 93,000.00 93,000.00 93,000.00							2,000,00		interior painting and windows. Extenor painting zero repairs to siding.
Milme Cottago 2 10,916.67 5,916.57 5,000,00 3,500,00 3,500,00 93,000,00	Cottone Dangeron Forming Cottons 1	67,216,27	62,216.27	5,000.00	•		5.000,00		New gutters and lenders, Exterior painting.
3,500,00 3,500,00 -	Landa Associa Protective Formitane Cottage 2	10,916.67	5,916.57	DO'ODO'S					inicios parang, wall repairs, new guiters and teducis.
3500.00 3,500.00 -									Jandscaping.
00'000'66	English Prestice-College	3,500.00							Exterior painting and total renovation of interior.
	STATE OF STA	93,000.00							

## 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. <u>Services</u>. 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. <u>Capital Improvements</u>. (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. <u>Full Force and Effect</u>. 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.

By:

Name: Matthew Smith

Title: President

Date: 10-20-10

SMITH & DRAKE REALTY CORP. D/B/A

## COUNTY OF NASSAU

Ву:
Name: Richard R. Walker
Fitle: Chief Deputy County Executive
Date:

	STATE OF NEW YORK)
	)55.:
	COUNTY OF NASSAU)
	On the 70 day of 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, State of New York No. 4948197 Qualified in Nassau County Commission Expires March 6, ZO [
	STATE OF NEW YORK) )ss.:
	COUNTY OF NASSAU)
1	On the day of in the year 2010 before me personally came Richard R. Walker t
:	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
4	herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of
1	the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A CONTRACTOR OF THE CO

A PER POTS INCREASES TO CARETAKER UNITS 01/01/11								
			Year 4				-	
		• .		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to	÷	<u></u>
Property Name	Location	COUNTY	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	90	\$2,800	20%	%99 99	14%	\$560	\$399
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$0	\$2,800	20%	%99	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 Alleyftennery Apt. 2)	Pot 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%	066\$	\$941
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	0\$	\$1,700	20%	999%	14%	\$340	\$242
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	0\$	\$3,000	70%	%99	14%	\$600	\$428
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	0\$	\$2,250	20%	<b>%</b> 99	14%	\$450	\$321

*REFLECTS INCREASES TO CARETAKER UNITS 04/01/11			7 100					
Dromady Name	l ocation	COUNTY	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	gs	COUNTY
Sands Point Park & Preserve (Lane Lodge - Apt 3)	Port Washington, NY	0\$	\$2,000	20%	90%		\$400	\$285
Jericho Historic Preserve (Ellas Hicks House)	Jericho, NY	0\$	\$3,000	20%	%99	14%	009\$	\$428
Jericho Historio Preserve (Carriage Barn)	Jericha, NY	0\$	\$1,575	20%	%99	14%	\$3.[5	\$224
Jericho Historio Preserve (Dr. S. Carl Homeslead)	Jericho, NY	0\$	\$2,500	20%	%99	14%	\$500	\$356
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$0	\$4,000	% <u>9</u> 1	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)	Jericha, NY	\$0	\$1,350	25%	61%	14%	\$338	\$192
Jericho Historic Preserve (Farmlane Cottade 2)	Jericho, NY	\$0	\$1,000	25%	81%	14%	\$250	\$143
Eldersfield Preserve (Cottage)	Manhasset, NY	0\$	\$500	25%	. 61%	14%	\$125	\$7.1

COUNTY \$410 \$461 \$600 \$300 \$410 \$500 \$335 \$0 S 4% 14% 14% 14% 14% 14% 14% 14% Monthly Net Revenue to the County (Percentage) 71% %99 %99 %99 89% 899 insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment % 20% 15% 20% 25% 20% 20% 20% 20% Proposer's Monthly Percentage \$3,000 \$ • \$3,072 \$1,675 \$1,200 \$2,050 \$2,050 \$2,500 20 Projected U&O Fee \$0 . 0\$ 33 \$0 \$0 엻 \$0 COUNTY \$0 ć East Norwich, NY Manhasset, NY Jericho, NY Jericho, NY Jericha, NY Jericho, NY Jericho, NY Jericho, NY ocation \*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11 Mutton town Park & Preserve (Nassau Half) 2nd Floor Old Mill Farms House Old Mill Farms Unit 4 Old Mill Farms Unit 1 Old Mill Farms Unit 2 Old Mill Farms Unit 3 Eldersfield Preserve Property Name Malcom House

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*REFLECTS INCREASES TO CARETAKER UNITS 04/04/14	が対対の対対が対対が対対が対対に対対が対対		je of		:-			
			Year 4					
				Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to		
Property Name	Госайоя	COUNTY	Projected U&O Fee	)	Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	0\$	0\$	%97	61%	14%	80	\$
Mutton town Park & Preserve - Nassau Half - Gafehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	20	\$3,500	20%	%99	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%	%99	14%	\$520	\$371
Mutlon town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	0\$	\$4,150	20%	%99	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	\$7.1
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$0	008\$	25%	61%	14%	\$200	\$114

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			Year 4					
				Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred	Monthly Net Revenue to		
Street, Name	Location	COUNTY	Projected U&O Fee		Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Property value								
iwuton town Park & Preserve (Chelsea Wing Ameriman), Eriet Floor Office	East Norwich, NY	\$0	\$900	25%	61%	14%	\$225	\$128
phanicial and a second a second and a second a second and		5 () 3 () 4 ()						
iMutton town Pain & Presence (Chelseas) (Two Units)	East Norwich, NY	0\$	\$3,450	20%	%99	14%	\$690	\$492
Maintenance and the crimy					-			
Mutton town Park & Preserve (Chelsea	Fast Norwich, NY	0\$	\$1,650	20%	%99	14%	\$330	\$235
Garage Apartment)								
Mutton town Park & Preserve - Chelsea		Ç	4	7020	81%	14%	\$375	\$214
Lodge Gatehouse	East Norwich, NY	O.P.	OUC,14	8/07				
:								
Maintenance House Apartment	Seaford, NY	\$0	\$1,000	25%	61%	14%	\$250	\$143
Tiffany Creek Preserve	Oyster Bay, NY	\$0	\$3,000	20%	66%	14%	\$600	\$428
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	Location	COUNTY	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
Property Name Smithers Estate	Mill Neck, NY	0\$	\$2,500	20%	%99	14%	\$500	\$356
Fruggie's Farm Unit 1	East Meadow, NY	D.¢	\$1,200	25%	61%	14%	\$300	\$171
Fruggie's Fam Unit 2	East Meadow, NY	\$0	\$1,200	25%	%19	14%	\$300	\$171
Fruggie's Farm Farmsland	East Meadow, NY	\$0	\$1,050	25%	61%	14%	\$263	\$150
Trout Lake House	West Hempstead, NY	\$0	\$1,650	20%	%99	14%	\$330	\$235
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	a\$	\$1,300	25%	61%	14%	\$325	\$185
% Increases from Prior Year Monthly Monthly with Vacancy Factor of Annualized Annualized with Vacancy Factor of	3.0%	\$ \$ \$ \$ \$	\$50,422 \$90,422 \$87,709 \$1,085,064 \$1,052,512				\$18,468 \$17,914 \$221,620 \$214,971	\$12,887 \$12,500 \$154,639 \$150,000
Managament Fee: 25% 20%	Up to \$1500 \$1501-\$3000 >\$3000		-			. ,		

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	l ocation	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	S	COUNTY
Property Name Sands Point Park & Preserve (Captain's	Port Washington, NY	\$2,898	20%	24%	26%	\$580	\$1,537
Quariers)							· ·
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,898	20%	24%	56%	\$580	\$1,637
Sands Point Park & Areserve (Bowling Allew/Hennary Ant 1)	Port Washington, NY	\$1,553	25%	19%	26%	\$388	\$877
Sands Point Park & Preserve (Bowling Allev/Hennery Apt. 2)	Port Washington, NY	\$1,449	26%	19%	56%	\$362	\$819
Sands Point Park & Sands Point Park & Presseve (Caretakers I nrit Falaise Mansion Wind)	Port Washington, NY	\$2,000	25%	19%	26%	\$500	\$1,130
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,831	15%	%92	26%	\$1,025	\$3,859
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,760	20%	24%	26%	\$352	\$994
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 -	Port Washington, NY	\$2,329	20%	24%	56%	\$466	\$1,316

*REFI ECTS INCREASES TO CARETAKER UNITS 04/04/14							
		Year 5					
Property Name	Location	Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SO	COUNTY
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%	%99	\$621	\$1,754
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,630	20%	24%	%9 <u>9</u> 9	\$326	\$921
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,588	20%	24%	26%	\$518	\$1,462
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$4,140	15%	29%	999	\$621	\$2,339
Jericho Historic Preserve (Farmlane Barn)	Jaricho, NY	\$1,501	25%	19%	56%	\$375	\$848
Jericho Historic Preserve (Famhane Cottage 1)	Jericho, NY	\$1,397	25%	19%	56%	\$349	\$789
Jericho Historic Preserve (Farmiane Cottaga 2)	Jericha, NY	\$1,035	25%	19%	56%	\$259	\$585
Eldersfield Preserve (Cottage)	Manhasset , NY	*1,200	25%	. 19%	999	\$300	\$678

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		Year 5					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net	Monthly Net Revenue to the County	· · · · · · · · · · · · · · · · · · ·	····
Property Name	Location	U&O Fee		Capital Investment %	(Percentage)	SD	COUNTY
згуе	Manhasset , NY	\$3.105	20%	24%	28%	\$621	\$1,754
Malcom House	Jericho, NY	0\$	20%	24%	56%	0\$	0\$
Old Mill Farms Unit 1	Jericho, NY	\$1,734	20%	24%	26%	\$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%	26%	\$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

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		Year 5					
		Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net	Monthly Net Revenue to the County		
Property Name	Location	U&O Fee		Capital Investment %	(Percentage)	SD	COUNTY
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$2,000	20%		56%	\$400	\$1,130
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	\$3,623	20%	24%	96%	\$725	\$2,046
Multon town Park & Preserve - Nassau Half - Gatehouse - Apt. 2	East Norwich, NY	\$1,397	25%	19%	. 66%	\$349	\$789
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,691	20%	24%	28%	\$538	\$1,520
Mutton town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	\$4,295	20%	24%	. 56%	\$859	\$2,427
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,190	25%	19%	26%	\$298	\$672
Mutton town Park & Preserve - North Shore Herttage/Marines/Director Chelsea Mansion	East Norwich, NY	\$1,018	25%	%61	26%	\$254	\$575
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$828	25%	19%	29%	\$207	\$468

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		Year 5	91				
			Proposer's Monthly	Insurance, Repairs & ·	Monthly Net		
Property Name	Location	Projected U&O Fee	Percentage	Maintenance and Net Capital Investment %	the County (Percentage)	SD	COUNTY
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$932	25%	19%	56%	\$233	\$526
Mutton town Park & Preserve (Chelsea Mainfenance Quarters) (Two Units)	East Norwich, NY	\$3,571	20%	24%	26%	\$714	\$2,017
Multon town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,708	20%	24%	56%	\$342	\$965
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	Easl Norwich, NY	\$2,100	20%	24%	96%	\$420	\$1,186
Maintenance House Apartment	Seaford, NY	\$1,600	20%	24%	56%	\$320	\$804
Tifiany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,105	20%	24%	2999	\$621	\$1,754

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		Year 5 Projected	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance, Deferred Maintenance, and Met	Monthly Net Revenue to the County		STIMITO O
Property Name Smithers Estate	Location Mil Neck NY	\$2,588	20%	capital investment to	26%	\$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%	. 26%	\$311	\$702
Fruggle's Farm Farmstand	East Meadow, NY	\$1,087	25%	19%	26%	\$272	\$614
Trout Lake House	West Hempstead, NY	\$1,708	20%	24%	26%	\$342	\$965
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,346	722%	19%	56%	\$336	\$760
% Increases from Prior Year Monthly with Vacancy Factor of Annualized Annualized Annualized Annualized Annualized With Vacancy Factor of Management Fee: 25% 20% 15%	3.0% 3.0% Up to \$1600 \$1501-\$3000 >\$3000	3.50% \$98,847 \$95,881 \$1,186,161 \$1,150,576				\$20,145 \$19,540 \$241,736 \$234,484	\$55,842 \$54,167 \$670,103 \$650,000

100	では、		Total	90,802	44 100	58,259	52,964	2.880	1.500	36/8	130,845	34,218		42,198		9,644	8,050	(6,000)	79,084	75,727	8,332	4,105	144,806
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		Projected 07/4/10-19/94/90	4				•	,			•	-		,			-		,				1,400
	を 1 年間の 1	Company of the Compan		New kitchen, new floors throughout first floor, roof repelre, upgrade electric and plumbing to bode, popigrade healths and Interior pehrling. Firepiace repair to code. Roof repairs, Update bachrisom.	Richen floor, tub spout, outside door, new oil fired gun and oil	Replace rotted wall kitchen, upgrader code, new windows ne	Gut apartment, repeirs, new kitch to code, risw wil and riew si	Kitchen sink and strainer, Interior paint and kitchen appliances.	Share of security gate costs.	New piping and fittings in kitchen. Share of security gate costs.	New kitchen: upgrade halfvronn, aheekrack in all nooms, toggrade electric and plumbing to code, new interior wall sections where needed, casspord jearning, annoke detectors, boller repairs, withdow well covers and new electrical boxes, interior pathing, new closet light fixtures, new and/or retinished floors.	Replace kitchen ceiling and Install new studs where needed in closes, paint and window well covers.	New kitchen and balthroom upgrade electric and plumbing to code, interior paining, relinish and/or instell wood floors and window well covers. Repaint for new occupant.	Convert bathroom to office space, repair windows, rescreen door, repair side entrance, new celiar storm toor, repair situctural demage on porch and extetic pertring. New boliar, Basemani floor and floors sealed and painted. Electrical tupprades to code per fine market in ferneview.	Interior painting and wall repairs, refinish wood floor, new carpeting	and electrical upgrades. New appliances,	Construction Contribution from Saller or Dermittee	Exterior pentiling, new shuffers, roof flashing, window caulking and frose bibs, interior pentiting and electric upgrades to code. New window wells.	New kitchen, new bethroom, upgrate electric and plumbing to code, closels, sump nump, lighting, drywell, remove and reset bluestone pario, new froor plats, concrete footbings and structural support, aviency parting, mell hox posts, new extentor sharefung, leaders and gutters, screen closes, findescaping and cheanup.	New septic system and new waste line from home to cesspool and new house trap. Kitchen, behinoon, floors, interfor peinting and windows. Exchino peinting and repairs to school	New guiters and leaders. Exterior painting. Plumbing upgrades and sump bumb.	nterior painting, wall repairs, new gutlers and feaders, pailto repairs, gezebo repaired and painted and jendscaping.	Exterior pathuling and total removation of interior including interior pathuling, refinish wood floors, carpeting, now HVAC system, new appliances, new flothern, new bathroomes, landscaping, blick wafkvorsy, removation of stone sisteps, upgrade electric to code.
	Antice Present	01/0E/80	<i>9</i>	60,802	13,220	58,269	52,964	2,880	1,500	3,518	130,845	34,218	68,499	42,198	9,644	0 050	(000'9)	37,645	79,084	75,727	8,832	4,105	143,208
Schedule C Capital Expenditures			Cedamere Preserve	Sands Point Park & Preserve-Captain's Quarters	Sands Point Park & Preserve-Superintendent's Quarters	Sands Point Park & Preserve-Bowling Alley Apt. 1	Sand Points Park & Preserve-Bowling Alley Apt. 2	Sands Polis Park & Preserve-Caretekers Unit	Sands Point Park & Preserve-Mille Fleurs Sands Point Park & Preserve-Garage Maintenance		Sands Point Perk & Preserve-Lane Lodge Apl. 1	Sands Point Park & Preserve-Lane Lodge Apt. 2	Sands Point Park & Preserve-Lane Lodge Apt. 3	Jericho Historio Preserva-Elias filcks House	Jericho Historic Preserve-Carriage Barn	Jericho Historic Preserve. Dr. S. Carl Homestead	Jeticho Historic Preserve-Dr. S. Carl Homestead	Jericho Alstoric Preserve-Chesire House	Jericho Historic Preserve-Farmiana Barn	Jaricho Historio Pressuva-Farmiana Cottaga 1	Jolicho Historic Preserve-Farmiane Collage 2	Eldersfield Preserve-Cottage	Eldersflets Preserve

Schedule C Capital Expenditures

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## 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:

5.4

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#: COPK06000052-06

Department: Parks, Recreation and Myseums

Contract D	etails
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NIFS ID #CLPK/1000011-01 NIFS Entry Date: 9/20/20 Herm: from 11/1/2006 to New 
Renewal 図 Ø Amendment  $\boxtimes$ Time Extension Addl. Funds

1) Mandated Program:	Yes 🗌	No ⊠
2) Comptroller Approval Form Attached:	Yes ⊠	No 🗆
3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No ⊠
4) Vendor Ownership & Mgmt. Disclosure Attached;	Yes 🛭	No 🗌
5) Insurance Required	Yes 🗵	No□

**Agency Information** 

Blanket Resolution

RES#

Name Smith & Drake Rea		Vendor ID# 02-0763626-0/
Smith & DeGroat R	eal Estate	Contact Person
27 East Jericho Tur Mineola, New York		Marty Schackner
		Fhous (516) 248-6905

1	Comiy Denziment
ľ	Department Contact
	Michael J. Kelly
	Deputy Director & Counsel
ļ	Department of Real Estate Planning & Dev.
	Address
1	One West St., Mineola, NY 11501
	<sup>2</sup> hone
ı	(516) 571-0328

DHN DIFIGLIA

**Routing Slip** 

DATE.	DEPARTMENT	Linternal Verification	DATE Approach	SIGNATURE .	Leg. Approval.
@2 9loston	9/20/20/1 Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		CA .	
	// //e /U//	Contractor Registered			
1/2/1/1	OMB	NIFS Approval (Contractor Registered)	□ab/li*	March	Yes X No  Not required if blanket resolution
1/4/4	County Attorney	CA RE & Insurance Verification	四月21/11	D:42	
	County Attorney	CA Approval as to form	09/21/1	MOO	SASPALVO E
	Legislative Affairs	Fw'd Original Contract to CA	□ 9/22/11	Legge O. May	
Mirron	County Attorney	NIFS Approval	[	200 5.80	
	Comptroller	NIFS Approval	内的人		
	County Executive	Notarization Filed with Clerk of the Leg.	目9/23/4	Thos	



### **Contract Summary**

Description: Amendment to an agreement with Smith & DeGroat 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 567,000 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 Mitchel 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 ("FILH"), 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:	· CPRG		
Control;	PK		
Resp:	1100		
Object:	500		
Transaction:	109		

RENEW	AVALLE
% increase	
% Decrease	

EUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$0.01
Federal	\$
State	5
Capital	\$
Other	\$
TOTAL	\$0,01

LINE	INDEX/ORJECT CODE	AMOUNT
1	PKCPF1100-DE500	\$0. <del>01</del>
2		\$
3		S
4		\$
5		\$
6	IKSENIKOVI DE SOU	8.01
	TOTAL	S0.01

becoment Pressred By:	Michael J.	Kelly,	Deputy	Director,	Office of Real	Estate Sys.
becoment Presared By:	michae 4	Reny.	Deputy	Director,	Office of Real	Estate Sy

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	NLPS Certification	Comptroller Gertification	County Executive Appropriat
	erbly lead three discussions was necepted into HFS.	I certify that an undercombined bylance Pallacian to cover this contract to protein in the appropriation to be charged	Name
Name	(CO)	Markley	9/23/4
Date	11/8/11	Date 12/b/6	(For Office Use Only)

### 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 //-//-/

VOTING:

ayes 7 nayes abstained or recused of Legislators present: 7

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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 & Drak Real Estate	ce Realty Corp. o	d/b/a Smith &	È DeGroat
CONTRACTOR ADDRES	S: 27 E. Jericho	Turnpike, Mine	ola, NY 1150:	1
FEDERAL TAX ID #:	02-0763626			
<i>Instructions:</i> Please check roman numerals, and prov	the appropriate	e box ("⊠") afte ted information.	er one of th	e following
or sealed bids. The control date. The sealed bids were p	act was awarded a	fler a request for	sealed bids v	vas published
II.  The contractor was see the Contract was entered into a date. Potential proposers were newspaper advertisement, postir	elected pursuant the first a written request made aware of the av	for proposals was railability of the RF	issued on	
copies of the RFP. Proposals received and evalu	were due on uated. The	date	e][#] p	roposals were consisted
ranked. As a result of the scoring	Į.	list members]. Th	e proposals we	re scored and 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.

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

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

Department Head Signature

Data

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



## CERTIFICATE OF LIABILITY INSURANCE

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(les) 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 cortificate holder in lieu of such endorsement(s). CONTACT Commercial CSR Simon Paston & Sons Agency (516) 593-2220 FAX (A/C. Not: (516) 593-2605 381 Sunrise Highway CUSTOMER ID & 00035143 P.O. Box 747 Lynbrock. NY 11563 INSURER(5) AFFORDING COVERAGE MAIC # INSURED INSURER A Admiral INSURER B : Scottsdale Smith & Drake Realty Corp, DBA: INSURER C: Smith & DeGroat Real Estate INSURER D : 27 East Jericho Toke INSURER # 7 Mineola 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. ADDE SUBRI TYPE OF INSURANCE POLICY MUMBER GENERAL LIABILITY 1,000,000 DAMAGE TO RENTED PREMISES (EA COLUTIONS) X | COMMERCIAL GENERAL LIABILITY 100,000 10/1/2010 10/1/2011 CLAIMS-MADE X OCCUR CA00001465902 MED EXP (Any one person) 5,000 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GENT AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG 1,000,000 X POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT OTHA YMA BODILY INJURY (Per person) \$ ALL DVAKED AUTOR BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE HIRED AUTOS NON-OWNED AUTOS ! UNBRELLA LIAB 2,000,000 EACH OCCURRENCE \$ EXCESS LIAB CLAMS-MADE AGGREGATE 2,000,000 \$ DEDUCTIBLE 童 X RETENTION ELS0069703 10/1/2010 10/1/2011 10,000 WORKERS COMPENSATION JORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT OPPLETMENDER ENGLISERY
(Mendetory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 184, Additional Remarks Schedule, Il more apace is required) ADDITIONAL INSUREDS: THE COUNTY OF MASSAU A.T.I.M.A.

CERTIFICATE HOLDER		CANCELLATION
-		
	;	SHOULD ANY OF

THE COUNTY OF NASSAU ONE WEST STREET MINEOLA, NY 11530

LD Any of the above described policies be cancelled before THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED BERRESENTATIVE

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ACORD 25 (2009/09) INS025 (200909)

CERTIFICATE HOLDER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (EMIDDAYYY)

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsament. A statement on this certificate does not confer rights to the

PRODUCER	reeme	មកដុ	·).	I COMYZ	CY	<u> </u>	·		
				NAME:	Commer				
Simon Paston & Sons Agency 381 Sunrise Highway P.O. Box 747  Syndrook NY 11563  Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 17 East Jericho Toke Sincola NY 11501  CERTIFICATE NUMBER: CL11921: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED SELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HATE  GENERAL LABILITY X COMMERCIAL GENERAL LIABILITY A COMMERCIAL GENERAL LIABILITY A CAMPARCUAL GENERAL LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ALL OWNED AUTOS HIRED				PHONE (516) 593-2220 FAX NOR (516) 593-2605					
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Nassau County 1 West Street				ACC	EXPIRATION CORDANCE WI	N DATE THE	ESCRIBED POLICIES BE PREOF, NOTICE WILL BY PROVISIONS.	CANCELI BE DE	LED BEFORE LIVERED IN
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# **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 Tumpike, 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.

"(1) 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) <u>Capital Improvements to Units</u>. 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) <u>Insurance from Occupants</u>. 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. <u>Full Force and Effect</u>. 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: 9	
Name: Matthew Smith	
Title: President	
Date: 9-21-11	
COUNTY OF NASSAU  By:	
Name: Richard R. Walker	
Title: Chief Deputy County Executive	
Date: /2/8/11	

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STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

On the 215 day of Septante 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.

**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)

)s COUNTY OF NASSAU )

On the Standard 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

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011.

### monnement Schedule A

AMERICA SCHOOL OF 1						
		Proposer's Monthly Percentage	Copical Reserve Repairs	Monthly Net Revenue to		3
! !	Projected:		Maintenance	the County		
Property Name	U&O Fee	i.,	and Insurance	(Percentage)	SD	COUNTY
Cedomare Preserve	50	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%	2/%	59%	\$480	\$1,416
jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	5974
Jericha Preserve-Chesire House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericha Preserve-Farmlane Cassage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Formlane 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	\$88\$
Jericho Preserve-Dr Carl S Harnestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcobn House	50	20%	21%	59%	\$0	\$0
Muttantown-Barrawallow Corriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttentown-Bornswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chekeo Caretaker	\$800	20%	2/%	59%	\$160	\$472
Muttontown-Chekeo Garage Apartment	\$1,650	20%	21%	59%	\$330	\$974
Muttantown-Chekea Lodge Gatehouse	\$2,100	20%	2/%	59%	\$420	\$1,239
Muttontown-Cheken Living Quarters	\$500	20%	21%	59%	0012	\$295
Muttontown-Chekea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsen Wing Office	\$900	20%	2/%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	2/%	59%	\$614	\$1,812
Mustantown-Natsau Hall Office 3rd Floor	\$0	20%	21%	59%	\$0	\$0
Muttonwtown-Nossau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Mustonwtown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttanwtown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Mustometown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Mustantown-Chekea Office 2nd and 3rd Floor	\$1,750	20%	21%	39%	\$350	
Old Mill Farms Tudor	\$7,205	20%	21%	59%		\$1,033
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$1,441	\$4,251
Sands Point-Bowing Alley (	\$1,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bawling Alley 2	\$1,400	20%	21%		\$300	\$885
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$280	\$826
Sands Point-Caretaker	\$1,750	20%		59%	\$560	\$1,652
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$350	\$1,033
Sands Point-Lane Lodge !	\$3,000		2/%	59%	\$340	\$1,003
Sands Point-Lane Lodge 2		20%	2/%	59%	\$600	\$1,770
·	\$2,250	20%	21%		\$450	\$1,328
Sands Point-Lanz Lodge 3 Sands Point-Mille Fleur	\$2,000	20%	2/%	59%	\$400	\$1,180
	\$6,600	20%	21%	. 59%	\$1,320	\$3,894
Sands Paint-Superintnedants's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shortruck 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

#### 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.



# 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 Tumpike 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#; <u>COPK06000052</u>-08+09

Contract Details	SERVICE: LE	andmark Unit Administration
UFS ID #: <u>elpk120000</u> // -01	NIFS Entry Date: 3/16/12 Term: from	n <u>11/1/2006</u> to <u>10/31/2016</u>
New Renewal D	1) Mandated Program:	Yes No 🗵
Amendment 🗵	2) Comptroller Approval Form Attac	hed: Yes 🗵 No 🗖
Time Extension [	3) CSEA Agreement § 32 Compliance	e Attached: Yes 🔲 No 🖂
Addl. Funds	4) Vendor Ownership & Mgmt. Disc	losure Attached: Yes 🛛 No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes ⊠ No □
Agency Information	1	
Name Smith & Drake Realty Corp. of Smith & DeGroat Real Estate	02-0763626	Department Contact Michael J. Kelly Acting Director Office of Real Estate Services
Addess 27 East Jericho Tumpike Mincola, New York 11501	Contact Person  Marty Schackner  Phone	One West St., Mincola, NY 11501 Phose
Frak Come Inc. De	(516) 248-6905	(516) 571-0328
Trunk Carrerlengo, Lep	CommferComm Frekey	1/24/2016 11/24/2016
coming our Eilea	en Kneb. CSR Weer A	ruch 4/24/20p
Z. Washing		
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Luger of the
4/25/12 ОМВ	NIFS Approval (Contractor Registered) X 4/25/12	West No. Yest No. 1 - No. 1 required if blenker resolution
421/2 County Attorney	CA RE & Insurance  Verification    CA RE & Insurance	D. A. /
County Attorney	CA Approval as to form Q 4/4/14	D. A.
Legislative Affairs	Fw'd Original Contract to	reger a. Mus
County Attorney	NIFS Approval DoS/wls	2505.84
Comptroller	NIFS Approval DUSA	
County Executive	Notarization Filed with Clerk of the Leg.	

03

Contract ID#: COPK06000052

5165713986



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 dertain 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. the lowest bidder. A contract with a five (5) year term was entered into with S&D in 2006 as a result of that RPP. 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 Rostyn. The ingrease in the reserve will allow the County to increase revenue from the Falaise Carctaker Unit and create a new revenue generating unit at Cedarmere. 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 confiction 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 monles 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 the 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 to Contract from Prior Procurement: See "Description of General Provisions" above

Recommendation: Approve as submitted

### Advisement Information

BUDGET C	ODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:GEN&	GRT	Revenue Contract	XXXXXXX	07	PKGEN1100/DE500	\$25,000.00
Control:	PK	County	\$25,000.00	08	PKGRT8100OTH/DD419	-\$18,000.00
Resp: 1100&	8100	Federal	S	09	PKGRT8100OTH/DE500	\$82,000.00
Object:419&	500	State	\$	4		i s
Transaction:	109	Capital	\$	5		S
8100OTH 812	X1	Other Grant	\$100,000.00	6		\$
RENEW	AL	TOTAL	\$125,000.00		TOTAL	\$125,000.00
% Increase			11.11	1/1/16	1/	
% Decrease		Decoment Prepared By:	Mulud	1. 110	My Deter	4/23/2012
400,7412		territoria e la contrario de l				
		cument was accepted into MFE.	bertily had an unencumbered betan percept for appropri	on sufficient to cover this	ocereract is Name	
Nazos	-	0		7	Date 4/27/2	
Deze		6 7 19 De	askyl	7	E#:	h)

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:
nyes 2 abstained 5 recused 6

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

review is required. actions which do not have a significant effect on the environment; and no further 617.5(c)(6) and 617.5(c)(20) of 6 N.Y.C.R.R. and, accordingly, is of a class of is a "Type II" Action within the meaning of Sections 617.5(c)(1), 617.5(c)(2), County Government Law of Nassau County, that the execution of the amendment its implementing regulations. Part 617 of 6 N.Y.C.R.R., and Section 1611 of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and RESOLVED, that It is hereby determined, pursuant to the provisions of the

Ö

## 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 11.501

# 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.

	una umenaments.	
CONTRACTOR NAME:	Smith & Drake Realty Cor Real Estate	p. d/b/a Smith & DeGroat
CONTRACTOR ADDRESS:	27 E. Jericho Turnpike, M	ineola, NY 11501
FEDERAL TAX ID #:	02-0763626	
Instructions: Please check the roman numerals, and provide I.   The contract was awarde for sealed bids. The contract in date. The sealed bids were publicated bids were received and opened to the sealed bids.	all the requested information of the lowest, responsible was awarded after a request [newspaper]	bidder after advertisement for scaled bids was published on

[date]. The sealed sealed bids were reco	bids were publicly or ived and opened.	pened on _		[date]	[#] of
The Contract was en [date]. Potential prop	ctor was selected pattered into after a writered into after a writered awards	itten reques are of the av	t for proposals wa vailability of the R	s issued on FP by	
[newspaper advertise	ament, posting on wel	site, mailin	g, eie.]. [#]	of potential propo	sers requested
copies of the RFP.	Proposals were due	e on	[da	ıte][#] p	roposals were
received and of:	evaluated.	The	evaluation	committee	consisted
	f the scoring and rank	ing (attache	[list members], 7	The proposals we	re scored and

T p p C	II. 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 ursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant ages are attached). The original contract was entered into after a Request for Proposals was issued. The contractor was the lowest bidder.
	V. Pursuant to Executive Order No. 1 of 1993, as amended, at least three
	roposals were solicited and received. The attached memorandum from the epartment head describes the proposals received, along with the cost of each
	roposal.
	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.
n	/.   Pursuant to Executive Order No. 1 of 1993 as amended, the attached nemorandum from the department head explains why the department did not btain 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.

required through an inter-municipal agreement.	
I. This is a human services contract with a not-for-profit agency for which ompetitive process has not been initiated. Attached is a memorandum that explains the reason	<b>2</b>
or entering into this contract without conducting a competitive process, and details when the departmentends to initiate a competitive process for the future award of these services. For any such contract, when	ent ere
ne vendor has previously provided services to the county, attach a copy of the most recent evaluation ne vendor's performance. If the contractor has not received a satisfactory evaluation, the department mu	of 1st

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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.

explain why the contractor should nevertheless be permitted to contract with the county.

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

Dote

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

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

ACORD'

## CERTIFICATE OF LIABILITY INSURANCE

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 cartificate holder is an ADDITIONAL INSURED, the policy(les) 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 andorsoment(s). CONTACT COMMERCIAL CSR Ext: (516) 593-2220 Simon Paston & Sons Agency FAX IAC. Hol: (\$16)\$\$3-260\$ 381 Sunrise Highway ADDRESS: PRODUCER CUSTOMER ID #00035143 P.O. Box 747 NY 11563 Lynbrook INSURER(S) AFFORDING COVERAGE NAIC # INSURED INSURER A : Admiral insurer a :Bcottsdale Smith & Drake Realty Corp, DBA: INSURER C: Smith & DeGroat Real Estate INSURER D : 27 East Jericho Toke INSURER E : Mineola NY 11501 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. ADDLEUBR POLICY EFF POLICY ETP 瓷 TYPE OF IKSURANCE LIMITS GENERAL WARILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURING) 1,000,006 COMMERCIAL GENERAL LIABILITY 100,000 10/1/2011 10/1/2012 CLABAS-MADE X OCCUR 2000001445902 A 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GENERAL AGGREGATE 2,000,000 GENTL AGGREGATE LIMIT APPLIES PER: PRODUCTE - COMPANY AGG 1,000,000 X POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Es accident) OTHA YMA BODILY BUURY (Per person) ALL DWINED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE KIRED ALITOS NON-OWNED AUTOS 4 ደ UMBRELLALIAB OCCUR EACH OCCURRENCE 2,000,000 FYCERS I LER CLAMS HADE AGGREGATE 2,000,000 OFFILICYTELE 10/1/2011 10/1/2012 X XLS0069703 В X RETENTION S WORKERS COMPENSATION 10,000 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? (Mondatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE I yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 191, Additional Remarks Behedule, if more apace is required) ADDITIONAL INSUREDS: ATIMA; THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPT OF PARKS RECREATION AND MUSEUMS CERTIFICATE HOLDER 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. Nassau County 1 West Street AUTHORIZED REPRESENTATIVE Mineola, NY 11501

# 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 Tumpike, 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:

- 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. <u>Cedarmere Unit No. 1</u>. 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. Nothwithstanding 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. <u>Falaise Caretaker Unit</u>. 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. <u>Cedarmere Main House</u>. Section 5 of the Original Agreement shall be amended to add a new subsection (g) to read as follows:
  - (g) <u>Cedarmere Main House</u>. 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.

A.

- —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. <u>Full Force and Effect</u>. 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.

COUNTY OF NASSAU	SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE
* // /	
By: Muu	Ву:
Name: Kichard R. Walker	Name: Matthew Smith
Title: Chief Deputy County Executive	Title: President
Date: 7/13/12	Date: 4/23/12
STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU )	
•	
h - 0	
On the 23 day of A	in the year 2012 before me personally came Matthew Smith to
me personally known, who, being by me o	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 a	above instrument; and that he signed his name thereto by authority of the
board of directors of said corporation.	
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NOTARY	PUBLIC, State of New York
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	ified in Nassau County in Expires March 6, ZO 1
	Thirds Malch 6, 2013
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STATE OF NEW YORK)	
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COUNTY OF NASSAU)	
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On the 13 day of July	in the year 2012 before me personally came Richard R. Walker to
that he is the Chief Deputy County Every	duly sworn, did depose and say that he resides in the County of Nassau; ative of the County of Nassau, the municipal corporation described
	rument; and that he signed his name thereto pursuant to Section 205 of
the County Government Law of Nassau C	
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		Monthly	Capital Reserve	Monthly Net		
		Percentage	Repairs	Revenue to		ŀ
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Property Name	U&O Fee		and Insurance	(Percentage)	SD	COUNTY
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedomare 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 Hause	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Cardage Barn	\$1,450	20%	71%	104	2330	₹ <b>07</b> 4
Jericho Preserve-Chestre Hause	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Formlane Cattage 1	\$1,500	20%	21%	59%	2300	\$885
Jericho Preserve-Farmiane Cattage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Born	\$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
Muttortown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttartown-Chelseo Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttartown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Mustontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttomown-Chelseo Maintenance Quarters	\$3,450	. 20%	21%	59%	\$690	\$2,036
Mutzomown-Chelsea Wing Office	\$903	20%	21%	59%	\$180	\$537
Muttentown-Nessau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	2/%	59%	\$400	\$1,180
Muttonwtown-Nassau Hall Apartment	\$2,500	20%	21%		\$500	\$1,475
Muttonwtown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttonwzown-Nossau Hall Apartment 3	\$1,150	20%	21%		\$230	\$679
Muzanwawn-Nassau Hall Horse Stable	\$1,000	20%	21%		\$200	\$590
Muttontown-Clielsea Office 2nd and 3rd Floor	\$1,750	20%			\$350	\$1,033
Old Mill Forms Tudor	\$7,205	20%	1		\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%			\$500	\$1,475
Sands Point-Bowing Alley 1	\$1,500	20%	<u> </u>		\$300	\$885
	\$1,400	20%			\$280	\$826
Sands Point-Bowling Alley 2	\$2,800	20%			\$560	\$1,652
Sands Point-Captain's Quarters	\$2,500	20%			\$500	\$1,475
Sands Paint-Caretaker	\$2,300	20%	<u> </u>		\$340	\$1,003
Sands Point-Gorage Apartment		20%	<u> </u>		\$600	\$1,770
Sands Point-Lane Lodge	\$3,000	1		.!	\$450	
Sands Point-Lane Lodge 2	\$2,250	20%				\$1,328
Sands Point Lane Lodge 3	\$2,000	20%		<u> </u>	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20X			\$1,320	\$3,894
Sands Peint-Superintnedants's Quarters	\$2,800	20X	1		\$560	\$1,652
Shattuck Preserve	50	<u> </u>	1		50	
Smithers Estate	\$2,625	20%				
Tackapusah Preserve	\$1,500	20%		_!		
Tiffory Creek Preserve	\$3,000		<u> </u>			
Trout Lake	\$1,650					
Wellwyn Preserve	\$1,300					
Sand Paint-Horse Stable	\$750	209	219	59%	\$150	\$443
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	•	Monthly	Capital Reserve	Monthly Net		
:		Percentage	Repairs	Revenue to		
	Projected		Maintenance	the County	I	<b>5010 501</b>
Property Name	U&O Fee		and Insurance	(Percentage)	SD	COUNTY
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$0	50
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$0	\$1,328
Eidersfield Preserve-Contage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	2/%	59%	\$600	\$1,770
Fruggles Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericha Presenza-Carrioga-Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chestre House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Formiane Cottage I	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmiane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
jericho Preserve-Farmiane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Corl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Prèserve-Malcolm House	\$0	20%	21%	59%	\$0	50
Muttantown-Barnswallow Carriage House	\$2,600	. 20%	21%	59%	\$520	\$1,534
Muttentown-Barnswellow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttomown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chefses Ladge Gatehouse	\$2,250	20%			\$450	\$1,328
Muttontown-Chelsea Living Quarters	50	20%		59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	<u> </u>		\$690	\$2,036
Muttentown-Chelsea Wing Office	\$900	20%			\$180	\$531
Muttentown-Nassau Hall Office 2nd Roor	\$3,072	. 20%	21%	59%	\$614	\$1,812
Muttomawn-Nassau Hall Office 3rd Floor	\$2,000	20%			\$400	\$1,180
Muttonwtown-Nassau Hall Apartment I	\$2,500	20%	2/%		\$500	\$1,475
Mutterwtown-Nessau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttonwtown-Nassau Hall Apartment 3	· \$1,150	20%	21%	59%	\$230	\$679
Muttonwtown-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%	2/%	59%	\$500	\$1,475
Sands Paint-Bawing Alley (	\$1,500	20%	2/%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	2/%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%			\$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 Paint-Lane Lodge I	\$3,000	20%	217	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	- \$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20x	2/3	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	219	59%	\$1,320	\$3,894
Sands Point-Superintnedants's Quarters	\$2,800	20%	215	59%	\$560	\$1,652
Shattuck Preserve	50	20%	219	59%	\$0	\$0
Smithers Estate	\$2,625	20%	217	59%	\$525	\$1,549
Tackapusah Preserve	\$1,500	200	219	59%	\$300	\$883
Tiffany Creek Preserve	\$3,000	209	2/2	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	219	59%	2330	\$974
Wellwyn Preserve	\$1,300	205	219	59%	\$260	\$767
Sand Pains-Horse Stable	\$750	203	2/9	59%	\$150	\$443

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Property Name	U&O Fee		and insurance	(Percentage)	50	COUNTY			
Sedamare Preserve-Main House	\$4,000	20%	2/%	59%	\$800	\$2,360			
Cedamare Preserve-Unit Wi	\$1,500	20%	80%	0%	\$300	\$0			
edamare Preserve Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328			
Elders field Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328			
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770			
ruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416		•	
eriche Presence Carriage Barn	\$1,650	20%	2/%	59%	\$330	\$974			
ericho Preserve-Chesire Hause	\$4,000	20%	21%	59%	\$800	\$2,360			
ericho Preserve-Farmiane Cottoge I	\$1,500	20%	21%	59%	\$300	\$885		-	
ericho Preserve-Farmiane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679			
ericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770			
ericho Preserve-Farmiane Barn	\$1,500	20%	21%	59%	\$300	\$885			
ericho Presense-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475			
ericho Preserve-Malcolm House	50	20%	21%	59%	\$500	\$1,473			
Muttontown-Bainswallow 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			
Muttantown-Chelsea Garage Apariment	5800	20%	21%	59%	\$160	\$472			
Muttomown-Chelsea Lodge Gatehouse	\$2,250	20%	2/%	59%	\$450	\$1,328			
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$50	\$0			
Muntantown-Chelsen Maintenance Quarters	\$3,450	20%	2/%	59%	\$690	\$2,036			
Muttontown-Chelses Wing Office	\$900	20%	21%	59%	\$180	\$531			
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812			
Muttantown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%		\$400	\$1,180			
Muttonwtown-Nassau Hali Abartment I	\$2,500	20%	21%		\$500	\$1,475	ŀ		
Muttonwtown-Nassau Hall Apartment 2	\$1,350	20%		<del></del>	\$270	\$797			
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Muttonwtown-Nassau Hall Horse Stable	\$1,000	20%	I		\$200	\$590			
Muttantown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%				\$1,033			
Old Mill Farms Tuttor	\$7,205	20%	<u> </u>		<u> </u>	\$4,251	1		
Old Mill Farms Cape House	\$2,500	20%				\$1,475			
Sands Point-Bowing Alley I	\$1,500	20%		<u> </u>		\$885			
Sands Point-Bowling Alley 2	\$1,400	20%		<del></del>		\$826	1		
Sands Point-Coptain's Quarters	\$2,800	20%				\$1,652	1		
Sands Point-Caretaker	\$2,500	20%		<u> </u>			1		
Sands Point-Garage Apartment	\$1,700	20X	21%	59%	5340	- \$1,003			
Sands Point-Lane Lodge I	\$3,000		1			\$1,770	<u> </u>		
Sands Point-Lane Lodge 2	\$2,250	<u></u>					┪┈┈┈		
Sands Point-Lane Lodge 3	\$2,000			1			1		
Sands Point-Mille Fleur	\$6,600	20%	249	59%	\$1,320	\$3,894	1		
Sands Point-Superintnedants's Quarters	\$2,800			59%	\$560	\$1,652	1		
Shattuck Preserve	\$0		219	59×	\$0	\$0	1		
Smithers Estate	\$2,625			<u></u>			_£		
Tackapusah Preserve	\$1,500						_		
Tiffany Greek Preserve	\$3,000				\$ \$600	\$1,770	1		
Trout Lake	\$1,650			599	\$330	\$974	1		
Wellwyn Preserve	\$1,300	1			\$260	\$767	1		
Sand Point-Horse Stable	\$750			599	\$150	\$443	7		
		-							

	Year 5					
		Proposer's			]	
•	<b>\</b>	Monthly	Capital Reserve	Monthly Net		-
		Percentage	Repairs	Revenue to		
	Projected		Maintenance	the County		
Property Name	U&O Fee		and insurance	(Percentage)	SD	COUNTY
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%	2/%	59%	\$450	\$1,328
Eidersfield Preserve-Main House	\$3,000	20%	2/%	59%	\$600	\$1,770
Fruggles Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
lezicho Preserve Corrioge Born	\$1,650	20%	21%	59%	\$330	\$974
lericho Preserve-Chestro House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
fericho Preserve-Farmiane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preser <del>ve Formlane</del> Barn	\$1,500	20%	21%	59%	\$300	\$885
Jerisho 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
Muttantown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muntantown-Cheisea Caretaker	\$500	20%	21%	59%	\$100	\$295
Mustortown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelseo Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Mustantown-Chelsea Uning Quarters	\$0	20%	21%	59%	\$0	\$0
Muttantown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttentown-Chrisea Wing Office	\$900	20%	21%	59%	\$180	\$531
Mustantown-Nassau Hall Office 2nd Roor	\$3,072	20%	2/%	59%	\$614	\$1,812
Mustontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttonwtown-Nassau Hall Apartment I	\$2,500	20%	21%	59%	\$500	\$1,475
Muttomatown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttonwtown-Nassau Hall Aparement 3	\$1,150	20%	21%	59%	\$230	\$679
Muttorwtown-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	\$! 475
Sands Point-Bowing Alley I	\$1,500	20%			\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%			\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	1		\$560	\$1,652
Sands Point-Caretaker	\$2,500				\$500	\$1,475
Sands Point-Garage Abarament	\$1,700				\$340	
Sands Point-Lone Lodge I	\$3,000			<del></del>	5600	\$1,770
Sands Point-Lane Lodge 2	\$2,250				\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%			\$400	\$1,320
Sands Point-Mille Fleur	\$6,600	20%				\$3,894
Sands Point-Superintnedonts's Quarters	\$2,800	20%				\$1,652
Shortick Preserve	\$2,500	20%				\$1,032
Smithers Estate	\$2,625	20%			<u> </u>	\$1,549
Tackapusah Preserve	\$1,500	<del> </del>				
						\$885
Tiffany Creek Preserve	\$3,000					\$1,776
Trout Lake Wellwin Preserve	\$1,650			Y		\$974
	\$1,300				<u> </u>	
Sand Point-Horse Stable	\$750	20%	2/2	59%	\$150	\$443

WILLIAM J. MULLER HI CLERK OF THE LEGISLATOR



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

#### NASSAU COUNTY LEGISLATURE 1550 Franklin Avenue Mineola, New York 11601

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

much

WJM/bf

# \*THIS DOCUMENT IS DOUBLE - SIDED\*

Contract ID#: CQPK06000052 - 10



Department: Parks, Rec & Museums

SER CL. Land Mark Unit Administration

# **Contract Details**

NIFS ID #: <u>CLOK 14000005</u> NIFS Entry Date: <u>5414</u> Term: Original 11/1/2006-10/31/2016

<ul><li>No □</li><li>No ⊠</li></ul>
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Leg Approval Leg Approval
Yes No Vot required if planket resolution
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## 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

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Fund:	
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FUNDING SOURCE	AMOUN T
Revenue Contract	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
TOTAL	\$

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NUCS Certification 200	Compiroller Certification	County Executive Approval 1988
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 Levish	Date 5/2//4
Date 7 7 1	Date 7/7/14	(Flor Office Use Only) E#:

## 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 Vete on 6-2-1/4

VOTING:

Ryes 0 abstained 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



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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.

<u>Estate</u>			<u>Groat Real</u>
FEDERAL TAX ID # 02-0763626		4004 411 11001	
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]. [#] [date]. The sealed bids were publicly opened on [date]. [#] 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 request			
Instructions: Please check the appropria	ite box ("☑") ested informat	after one of the	e following
for sealed bids. The contract was awarded	after a request	for sealed bids w	vas published
sealed bids were received and opened.	·	[date]	[#] of
The Contract was entered into after a written requi	est for proposals	was issued on	
[newspaper advertisement, posting on website, mail copies of the RFP. Proposals were due on received and evaluated. The	ing, etc.][ evaluation	#] of potential propo	sers requested roposals were consisted
ranked. As a result of the scoring and ranking (attac	[list members].	The proposals we	re scored and

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

টাইটারেল্ডির বিভাগের চিন্নার করে কলাক্ষরতার

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 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.  $\Box$  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 2 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.

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

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

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

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

Department Head Signature

Brian/Nugent

Chief Deputy Commissioner

Date

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

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

### AMENDMENT NO. 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. <u>Amendment to List of Units Under Management</u>. 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. <u>Terms Subject to Agreement and Appropriation</u>. (a) Section 2 of this Amendment and payment of the Additional Funds to the Contractor are subjection 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. <u>Full Force and Effect</u>. 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.

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

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written below.	
COUNTY OF NASSAU	SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE
By:	By: Name: Matthew Smith Title: President Date:
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
that he is the President of Smith & Drake Realty (	n the year 2014 before me personally came Matthew Smith to orn, did depose and say that he resides in the County of Nassau; Corp. d/b/a Smith & DeGroat Real Estate, the corporation strument; and that he signed his name thereto by authority of the
NOTARY PUBLIC  MARTIN I. SCHACKN  Notary Public, State of Ne No. 01SC4773475  Qualified in Suffolk Con Commission Expires, May 3	untv
STATE OF NEW YORK) )ss.:	
that he is the Chief Deputy County Executive of t	n the year 2014 before me personally came Richard R. Walker to orn, did depose and say that he resides in the County of Nassau; he County of Nassau, the municipal corporation described and that he signed his name thereto pursuant to Section 205 of

NOTARY PUBLIC

No. 01PESSSO28

Oughted in Harrau County
Commission Expires April 02, 20.

Schedule A	fear J					
		Proposer's				
•		Monthly	Capital Reserve	Monthly Net		
		Percentage	Repairs	Revenue to		
	Projected		Maintenance	the County		
Property Name	U&O Fee		and Insurance	(Percentage)	SD	COUNTY
Cedamare Preserve-Main House	\$0	20%	40%	40%	\$0	50
Cedamore Preserve-Unit #1	\$1,550	20%	80%	0%	\$0	\$0
L'annin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preserve Cottage	2800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main Flouse	\$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-Chesire House	\$4,000	20%	40%	40%	\$800	\$1,600
Jericho Preserve-Farmiane Cottage I	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Familiane Cottage 2	\$1,150	20%	40%	40%	\$230	\$460
Jericho Preserve-Elios Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Farmiane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	40%	40%	\$500	\$7,000
Jericho Preserve-Makolm House	50	20%	40%	40%	\$0	\$0
Muttontown-Barnswallow Corriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Muttantown-Chelsea Caretaker	\$800	20%	40%	40%	\$160	\$320
Muttantown-Chelsea Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	40%	40%	\$450	\$900
Muttantown-Chelsea Living Quarters	\$300	20%	40%	40%	\$60	\$120
Muttantown-Chelsea Maintenance Quarters	\$3,700	20%	40%	40%	\$740	\$1,480
Mintontown-Chelsea Wing Office	\$900	20%	40%	40%	\$180	\$360
Muttantown-Nassau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$80G
Muttentown-Nassau Hall Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$760
Muttanwtown-Nassau Hall Apartment, I	\$3,000	20%	40%	40%	\$600	\$1,200
Muntanytayın-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$276	\$540
Muttonwrown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$460
Muttonwawn Nassau Hall Horse Stoble	\$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-Bowing Alley	\$1,650	20%	40%	40%	\$330	\$660
Sands Point-Bowling Alley 2	\$1,400	20%	40%	40%	\$280	\$560
Sands Paint-Coptain'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-Superintnedants's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Shattuck Preserve	50	20%	40%	40%	\$0	\$1,720
Smäthers Estate	\$3,500	20%	40%	40%	\$700	\$1,400
Tackapusah 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
						7.,000

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Schedule A	Jear 4					ī
		Proposer's				1
		Monthly	Capital Reserve	Monthly Net		I
		Percentage	Repairs	Revenue to		
	Projected		Maintenance	the County		I
Property Name	U&O fee		and insurance	(Percentage)	SD	COUNTY
Cedamare Preserve-Main House	\$0	20%	30%	50%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,597	20%	80%	0%	\$319	02
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
Fruggies Farms Flouse	. \$2,318	20%	30%	50%	\$464	\$1,159
Jericho Preserve-Carriage Barn	\$1,906	20%	30%	50%	\$381	\$953
Jericho Preserve-Chesire House	\$4,120	20%	30%	50%	\$824	\$2,060
Jericho Preserve-Farmiane Cottage I	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Farmlane Cottage 2	\$1,185	20%	30%	50%	\$237	\$593
Jericho Preserv <del>e Elias</del> Hicks	\$3,090	20%	30%	50%	\$618	\$1,545
Jericho Preserve-Farralane Barn	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Dr Carl S Homestead	\$2,575	20%	30%	, <b>50%</b>	\$515	\$1,288
Jericho Preserve-Malcalm Hause	\$0	20%	30%	. 50%	\$0	\$20
Muttontown-Barnswallow Carriage House	\$2,678	20%	30%	50%	\$536	\$1,339
Muttonown-Barnswallow Center	\$4,429	20%	30%	50%	\$886	\$2,215
Muttontown-Chekea Caretaker	\$824	20%	30%	50%	\$165	\$412
Muttantown-Chelsea Garage Apartment	\$1,751	20%	30%	50%	\$350	\$876
Muttantown-Chelsea Ladge 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
Muttonwtown-Nassau Hall Apartment 1	\$3,090	20%	30%	50%	\$618	\$1,545
Mattonwtown-Nassau Hall Aparament 2	\$1,391	20%	30%	50%	\$278	\$696
Muttonwtown-Nassau Hall Apartment 3	\$1,185	20%	30%	50%	\$237	\$593
Muttonwtown-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 Yudor	\$7,730	20%	30%	50%	\$1,546	\$3,865
Old Mill Farms Cape House	\$2,575	20%	30%	50%	\$515	\$1,288
Sands Point-Bowing Alley I	\$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%	<del>1</del>	50%	\$350	\$876
Sands Point-Lane Lodge 1	\$3,090	20%	The same of the sa	Cathleren Constitution of the Constitution of	\$618	\$1,545
Sands Paint-Lane Lodge 2	\$2,318	20%		***************************************	\$464	\$1,159
Sands Point-Lane Lodge 3	\$2,060	20%			\$412	\$1,030
Sands Point-Mille Fleur	\$6,798	20%			\$1,360	\$3,399
Sands Point-Superintmedants's Quarters	\$2,884	20%	<del></del>	50%	\$577	\$1,442
Shottuck Preserve	\$6	20%	CONTRACTOR OF THE OWNER, WHITE OF THE OWNER, WHITE OF THE OWNER, WHITE		\$0	\$0
Smithers Estate	\$3,605	20%	30%	The Delivery of the Party of th	\$721	\$1,803
Tackapusah Preserve	\$1,545	20%			\$309	\$773
Tiffany Creek Preserve	\$3,863	20%		<del></del>	\$773	\$1,932
Trout Lake	\$1,700		<u> </u>		\$340	\$850
Wellwyn Preserve	\$1,339				\$268	\$670
167 Cave Road	\$2,575		The state of the s			\$1,288
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<u>-</u>		Proposer's				
- 		Monthly	Capital Reserve	Monthly Net		
•	Projected	Percentage	Repairs	Revenue to		
Property Name	U&O Fee		Maintenance	the County	[	
Cedamare Preserve-Main House	\$000766	20%	and Insurance 25%	(Percentage)	G2	COUN
Cedamare Preserve Unit #1	\$1,645	20%		55%	\$0	
Lannin Carriage House	\$1,061	20%	80%	0%	\$329	
Eldersfield Preserve-Cottage	\$849	20%	25%	55%	\$212	\$3
Eldersfield Preserve-Main Flouse	\$3,183	20%	25%	55%	\$170	54
Fruggies Farms House	\$2,388	20%	25%	55%	\$637	\$1,7
lericho Preserve-Carriage Barn	\$1,963	20%	25%	55%	\$478	\$1,3
ericho Preserve-Chesire House	\$4,244	20%	25%	55%	<b>\$393</b>	\$1,0
lericho Preserve-Formiane Cottage i	\$1,591	20%	25%	55%	\$849	\$2,3
ericho Preserve-Farmione Cottage 2	\$1,221		25%	55%	\$318	\$8
ericho Preserve-Elios Hicks		20%	25%	55%	\$244	\$6
ericho Preserve-Farmiane Barn	\$3,183 \$1,591	20% 20%	25%	55%	\$637	\$1,7
ericho Preserve-Dr Carl S Homestead		20%	25%	55%	\$318	\$8
ericho Preserve-Malcolm House	\$2,652	OWNERS HERE	25%	55%	\$\$30	\$1,4
Muttontown-Barnswallow Carriage House	\$0	20%	25%	55%	50	
Muttontown-Barnswallow Center	\$2,758	20%	25%	55%	\$552	\$1,5
Muttontown-Cheisea Caretaker	\$4,562	20%	25%	- 55%	\$912	\$2,5
Muttontown-Chelsea Garage Apartment	\$849	20%	25%	55%	\$170	\$4
Nuttontown-Chelsea Lodge Gatehouse	\$1,804	20%	25%	55%	\$361	\$9
	52,388	20%	25%	55%	\$478	\$1,3
Muttontown-Chelsea Living Quarters	2318	20%	25%	55%	\$64	\$1
Muttantown-Chelsea Maintenance Quarters	\$3,925	20%	25%	55%	\$785	\$2,1
Muttantown-Chelsea Wing Office	\$955	20%	25%	55%	\$191	\$5
Muttontown-Nassau Hall Office 2nd Floor	52,122	20%	25%	55%	\$424	\$1,1
Autontown Nassau Hall Office 3rd Floor	\$2,016	20%	25%	55%	\$403	\$1,1
Nuttonwiows-Nassau Hall Apartment I	\$3,183	20%	25%	55%	\$637	\$1,7
Muttanwtown-Nassau Hall Apartment 2	\$1,433	20%	25%	55%	\$287	\$7
Muttonwtown-Nassau Hall Aparament 3	\$1,221	20%	25%	55%	\$244	\$6
Muttonwtown-Nassau Hall Horse Stable	\$1,061	20%	25%	55%	\$2!2	\$5
Mutantown-Chelsea Office 2nd and 3rd Floor	\$1,327	20%	67%	55%	\$265	\$7
Old Mill Farms Tudor	\$7,962	20%	25%	55%	\$1,592	\$4,3
Old Mill Farms Cape House	\$2,652	20%	25%	55%	\$530	\$1,4
Sands Point-Bowlng Alley	\$1,751	20%	25%	55%	<b>\$</b> 350	\$9
ands Point-Bowling Alley 2	\$1,485	20%	25%	55%	\$297	\$8
ands Point-Captain's Quarters	\$2,971	20%	25%	55%	\$594	\$1,6
ands Point-Coretaker	\$2,652	20%	25%	55%	\$530	\$1,4
ands Point-Garage Apartment	\$1,804	20%	25%	55%	\$361	\$9
Sands Point-Lane Lodge 1	\$3,183	20%	25%	55%	\$637	\$1,7
ands Point-Lane Lodge 2	\$2,388	20%	25%	.55%	\$478	\$1,3
ands Point-Lone Lodge 3	\$2,122	20%	25%	55%	\$424	\$1,1
ands Point-Mille Fleur	\$7,002	20%	25%	55%	\$1,400	\$3,8
Sands Point-Superintnedants's Quarters	\$2,971	20%	25%	55%	· £594	\$1,6
hattuck Preserve	\$0	20%	25%	55%	\$0	
unithers Estate	\$3,713	20%	25%	55%	\$743	\$2,0
ackapusah Preserve	\$1,591	20%	25%	55%	\$318	56
Tiffany Creek Preserve	\$3,979	20%	25%	55%	\$796	\$2,1
Front Lake	\$1,751	20%	25%	55%	\$350	\$9
Vellwyn Preserve	\$1,379	20%	25%	55%	\$276	\$7
67 Cove Road	\$2,652	20%	25%	55%	\$530	\$1,4

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# Schedule B

# LANDMARK PROPERTIES 2014 BUDGET

Project		0	riginal)	Changes	Revised
Cheisea Mansion					Ticoloca
Repair stairs leading to offices		\$	15,000		\$ 15,000
Nassau Hall		,			\$ 15,000
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	·				
ead abatment and scraping to prepare house for pr	iming and painting		30,000		30,000
iffany Creek Preserve					
Roof removal & replacment			15,000		15,000
Over Budget Spending Due to Hurricane, Chelsea K	chen, Extras on Cedarmere, Higher Move Outs, Cesspool Issues		50,000		50,000
Contingency			11,786		11,786
otal			401,786	-	401,786
M Fees		12%	48,214		48,214

Note: Does not include road repairs needed at Sands Point Preserve and Tiffany Creek Preserve.

L	LCOBO, GERTIN	FICATE OF LIABI	LITTY INIS	WRANG	3	· DATE (NACODAY) 09/16/2013			
PRODUCER Serial # 2814  PROFESSIONAL LIABILITY CONSULTING SERVICES, INC. 45 KNOLLWOOD ROAD - SUITE 202  ELMSFORD, NY 10523 (914) 592-6505			HOLDER. ALTER TH	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					
	: '		A HO	COMPANY HOUSTON CASUALTY COMPANY					
IVSVI	SMITH & DRAKE REA		COMPANY B						
	DBA: SMITH & DEGROAT REAL ESTATE 27 EAST JERICHO TURNPIKE MINEOLA, NY 11501			CCMPANY					
	: 1:		COMPANY D						
ï	THIS IS TO CENTIFY THAT THE POI NDICATED, NOTWITHSTANDING A DERTIFICATE MAY BE ISSUED OR	Lidies of insurance listed below ny requirement, team or conditi May Pertain, the insurance affo Such Policies. Limits shown may	Have been issue on of any contr deded by the poi	KACT OR OTHER D LIGHES DESCRIBED	Ocument with Respec				
22	Type of Insurance	Policy number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MANDONY)	, CIMP	rs .			
	GENERAL LIABILITY				BOOKY INJURY OCC	3			
Ì	COMPREHENSIVE FORM				BODILY INJURY AGG	s			
1	PREMISES/OPERATIONS	-	4		PROPERTY DAMAGE OCC	s			
ļ	Underground Explosion & Collapse Hazard		7		PROPERTY DAMAGE AGG	3			
ļ	PRODUCTS/COMPLETED OPER	•	1.		BI & PO COMBINED OCC	5			
į	CONTRACTUAL			1	BI & PO COMBINED AGG	s			
١	MOEPENGENT CONTRACTORS		1	1	PERSONAL INJURY AGG	S			
ĺ	BROAD FORM PROPERTY DAMAGE	2							
_	PERSONAL INJURY	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
-	AUTOMOBILE LIABILITY				BODILY INJURY				
1	OTUA YAA				(Leubetzen)	s			
	ALL OWNED AUTOS (Private Pass) ALL OWNED AUTOS (Other time Private Pass anger)				SODILY INJURY	S			
	HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE	*			
	GARAGE LIABILITY	* *			BODILY INJURY & PROPERTY DAMAGE COMBINED	\$			
	EXCESS LIABULTY				EACH OCCURRENCE	\$			
	Umbrella form		†		AGGREGATE	5			
ļ	OTHER THAN UMBRELLA FORM	1			73544	- Number			
	Workers Compensation and Employers' Liabrity		Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Marie Ma		TORY TAIVE   OTH				
,	THE PROPRIETOR/			1	BLEACH ACCIDENT	<u> </u>			
	PARTNERS/EXECUTIVE			1	EL DISEASE - POLICY LIMIT	\$			
	OFFICERS ARE: EXCL			 	EL DISEASE - EA EMPLOYEE	<u> </u>			
Α	PROFESSIONAL LIABILITY INSURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,000 AGGREGATE: \$1,000 DEDUCTIBLE: \$5,000	0.000			
	RIPTION OF OPERATIONS/LICATIONS/VE COF OF PROFESSIONAL LIA	BILITY COVERAGE							
	THE CONTROL OF THE PARTY.								
ÇĘ)			SHOULD AN	IY OF THE ABOVE D	ESCRIBED POLICIES BE GA!	NORLLED BEFORE THE			
ÇĘ)		ALTV CODD							
ŒĘ]	SMITH & DRAKE RE		EXPIRATION	DAYE THEREOF, T	HE ESUING COMPANY WILL	ENDEAVOR TO MAIL			
<u>c</u> Ę	SMITH & DRAKE RE DBA: SMITH & DEGR	ROAT REAL ESTATE	EXPIRATION 20 DAY	DAYE THEREOF, THE WATER	HE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDER	NAMED TO THE LECT			
<u>of</u>	SMITH & DRAKE RE DBA: SMITH & DEGF 27 EAST JERICHO T	ROAT RÉAL ESTATE URNPIKE	EXPIRATION 20 DATE BUT FAILUE	DAYE THEREOF, TO YS WRITTEN HOTICE TO MAIL SUCH NO	HE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDER OFFICE SHALL IMPOSE NO DE	t named to the Left,			
ŒĘ]	SMITH & DRAKE RE DBA: SMITH & DEGF	ROAT RÉAL ESTATE URNPIKE	EXPIRATION 20 DAT BUT FAILUR CONTAINED	DAYE THEREOF, TO YS WRITTEN NOTICE TO MAIL SUCH NO KING-UPON THE	HE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDER THE SHALL IMPOSE NO OB TOMBANY. ITS AGENTS O	t named to the Left,			
e e	SMITH & DRAKE RE DBA: SMITH & DEGF 27 EAST JERICHO T	ROAT RÉAL ESTATE URNPIKE	EXPIRATION 20 DAT BUT FAILUR CONTAINED	DAYE THEREOF, TO YS WRITTEN NOTICE TO MAIL SUCH NO KING-UPON THE	HE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDER	t named to the Left,			

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COMMON PO	LICY DECLARATIONS	PROPERTY AND PROPE		
One Nationwide Pla One Nationwide Pla Admi 8877 North Gainey Center 1-8	INSURANCE COMPANYS orne Office: 120 • Columbus, Onio 43215 instrative Office: 1 Drive • Scottsdale, Arzona 65258 100-423-7675 DCK COMPANY	Policy Number CPS1821936		
ITEM 1. Named Insured and Mailing Address SMITH & DRAKE REALTY CORF. DIA: SMITH & DISCROAT REAL ESTATE EV EAST CERICEO CPRE MINHOLA, NY 1150				
Agent Name and Address				
RISE PLACEMENT SERVICES, ING.				
50 CHARLES LINDBERGE RLVD STE. 607 UNTONDALE, NY 11553	Ag≢nt No∴ <u>31931</u>	Program No.: NO.		
ITEM 2. Policy Period From: 10/01/2013	To: 10/01/3014	Term: 355 bays		
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.				

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Business Description: Managing agent for profesty

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 **161**, 160 Commercial Property Coverage Part . . . . NOT COVERED Commercial Crime And Fidelity Coverage Part COVERSU Commercial Island Marine Coverage Part NOT COVERED Commercial Auto Coverage Part RCL COVERZD Professional Liability Coverage Part NOT COVERED THE MISURER(S) NAMED HEREIN IS (ARE) NOT Total Policy Premium: \$ 13C.00 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 BLL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.



381 SUNRISE HIGHWAY - P.O. BOX 747 [YNSROBK.NY.15633000 593-2220: 745-481-9000 2:12-319-7910-FAX-8-16-593-2605 5:16-593-2616

ide a part of this policy at time of issue:

IND ENDORSEMENTS

\! 210 miles

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Y DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COVERAGE PART(S), COVERAGE FORM(S) AND FORM'S AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Total: \$.

INSURKE

BPS Uniondale (RPS SC).

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This is to certify that Excess Line Association of New York received and reviewed the 10/25/2013 attached insurance document in accordance with Article 21 of the New York State Insurance Law

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 SCOTTSDALE INSURANCE COMPANY\* CP81663189 CPS1821935 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 SM. = & DRAKE REALTY CORF. DOA:SMITT & DIGROAT REAL PSTATE 27 RAST JERICHO TOKE MANEOLA, KY 11501 Agent Name and Address RISK PLACEMENT SERVICES, INC. 50 CHARTES TITNOBERGY BIVD STR. 602 Program No.: KOYE Agent No.: 3100: <u>UNLONDALE, NY 11553</u> ITEM 2. Policy Period From: 10/01/2013 To: 10/01/2014 Term: 365 DATS

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

SOURCE CONTROL OF THE

Business Description: MAMAGING AGENT FOR PROPERTY

In return for the payment of the premium, and subject to all the terms of insurance as stated in this policy. This policy consists of the following cov Where no premium is shown, there is no coverage. This premium may be	erage parts for t	which a :	th you to provide the premium is indicated.
Coverage Part(s)		Pren	nium 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		\$	ZOT COATSTY
Commercial Auto Coverage Part	•	\$	NOT COVERED
Professional Liability Coverage Part		\$	YOU COARKAD
		5	
		\$	
Total Po	olicy Premium:	\$	/1,180,00
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
	Policy Total:	\$	41,160.00
Form(s) and Endorsement(s) made a part of this policy at time of issue: SEE SCHEDULE OF FORMS AND ENDORSEMENTS			

SITWARTSVILLE, MJ 19/21/2013 VK/PB Veronica J. Villalacom

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.

OPS-D-1 (8-10)

INSURFO

RES Uniondale (RFS SC)

qe<sup>±</sup>, fap

Wikking and the weekly



Policy No.

# SCOTTSDALE INSURANCE COMPANY\*

Effective Date 10/01/2013

### SCHEDULE OF LOCATIONS

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rem. Blag. No. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
	27 EAST JURIOUS TRAN, MINESTA, Nº 11501	RTAT ESTATE MANAGING AGINT
· · · · · · · · · · · · · · · · · · ·		

UTS-SP-3 (6-95)

and the employed and the second of the second

TYSURED



UTS-9a (5-96)

## SCOTTSDALE INSURANCE COMPANY®

## **ENDORSEMENT**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
G791821935	10/01/2013	SMITH & DRAKE REALTY CORP.	31001

TO MAKE A CONTROL OF THE PARTY

### 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

RECIPIENT NOT REQUIRED	).	
cess or a true copy to:		

-WSURFD

## SCOTTSDALE INSURANCE COMPANY\*

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No	Effective Date
	12:01 A.M., Standard Time
Named Insured SHITE & DRAKE REALY CORE.	Agent No
Item 1. Limits of Insurance	THE SECOND SECON
Coverage	Limit of Liability
Aggregate Limits of Liability	Products/ Completed
	\$ 1,000,000 Operations Aggregate
	General Aggregate (other than
	\$ 2,000,000 Products/ Completed Operations)
Coverage A - Bodily Injury and	any one occurrence subject
Property Damage Liability	to the Products/ Completed
<b>1</b> • •	Operations and General
*	\$ 1,000,000 Aggregate Limits of Liability
	any one premises subject to the
/	Coverage A occurrence and
	the General Aggregate Limits
Damage to Premises Rented to You Limit	\$100,000 of Liability
Coverage B - Personal and	any one person or organization
Advertising Injury Liability	subject to the General Aggregate
ģ.	\$ 1,000,000 Limits of Liability
Coverage C - Medical Payments	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 Ventu	re 🔲 Trust 🔲 Limited Liability Company
☐ Organization including a corporation (other than Par	tnership, Joint Venture or Limited Liability Company)
Location of All Premises You Own, Rent or Occupy:	
See Schedule of Locations	
PLEATE MANAGEMENT OF THE PROPERTY SERVICES	
Item 3. Forms and Endorsements	AND THE STREET, PART OF TH
Form(s) and Endorsement(s) made a part of this policy at time	as of issue
See Schedule of Forms and Endorsements	16 OT 15500.
Item 4. Premiums	
	\$ 39,200
Coverage Part Premium:	\$ 39,200
Other Premium: Total Premium:	
THE POLICY PERIOD.	LARATIONS CONTAINING THE NAME OF THE INSURED AN

1

THE CONTROL OF THE PROPERTY OF

### 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.	₽АЫҮ .	AND AL.	. JROLESSIONAL	exposures"	
2.				\. -	
3.			-		
Ini	omatio	n require	d 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.

1009149-1-4-200

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

. Property of the contract of

# 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 MASSAU, DEPT. OF PARKS	
ME WEST STREET	
TENEOTA, NY 11530	
£;	

- 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
  - 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.

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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
- 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.

AC	ord, Certif	TRATE OF LIABIL	BUI YTE	URANCE	8	DATE (NM/DD/YY) 09/16/2013	
45 KN	ESSIONAL LIABILITY CON IOLLWOOD ROAD - SUITE	Serial # 2814 ISULTING SERVICES, INC. 202	HOLDER.	O CONFERS NO THIS CERTIFICA E COVERAGE A	ED AS A MATTER O D RIGHTS UPON TH TE DOES NOT AMEN FFORDED BY THE PO	F INFORMATION E CERTIFICATE ID, EXTEND OR LICIES BELOW,	
ELMSFORD, NY 10523 (914) 592-6505			COMPANY HO	COMPANIES AFFORDING COVERAGE  COMPANY HOUSTON CASUALTY COMPANY			
SU RED		. TT / D C T T	COMPANY				
	SMITH & DRAKE REA DBA: SMITH & DEGR	OAT REAL ESTATE	COMPANY	· · · · · · · · · · · · · · · · · · ·			
	27 EAST JERICHO TU MINEOLA, NY 11501	JRNPIKE	C				
	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		COMPANY				
THIS MOI CER	Cated, Motwithstanding ai Tificate way be issued or	Licies of insurance Listed Below in the selow may pertain, the insurance afforcies. Limits shown may be selow policies. Limits shown may be selow policies.	on of any conte rded by the po	ract or other do Licies described	doument with respect Herein is subject to	י דמ ששומש דשופ	
3	type of insurance	Policy Number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	. , Limit	·s	
GEA	eral Liability Comprehensive form				BODILY INJURY OCC BODILY INJURY AGG	3	
	PHEMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPER	, ; , ;			PROPERTY DAMAGE AGG PROPERTY DAMAGE AGG BL& PD COMBINED OGC	\$ \$ \$	
	CONTRACTUAL INDEPENDENT CONTRACTORS				BI & FU COMBINED AGG PERSONAL INJURY AGG	\$	
£197	BROAD FORM PROPERTY DAMAGE PERSONAL INJURY OMOBILE LIABILITY			Į	g Addied In Millions		
	ANY ALITO ALL OWNED AUTOS (Private Pass)				BODILA INTRA (Les basen)	s	
	ALL OWNED AUTOS (Other than Private Passenger) HIRED AUTOS NON-OWNED AUTOS				(Per accident)  PROPERTY DAMAGE	\$	
	GARAGE LIABILITY				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$	
EXC	:ess liability UMBRELLA FORM OTHER THAN UMBRELLA FORM_				AGGREGATE	\$	
₽M	RKERS COMPENSATION AND PLOYERS' LIABILITY				WC STATU. OTH LIGRY (MITS ER EL EACH ACCIDENT	\$	
PA OF	FROPRIETOR/ TIMERSÆXECUTIVE RICERS ARE: EXCL				EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	5	
PF	HER ROFESSIONAL LIABILITY SURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,00 AGGREGATE: \$1,00 DEDUCTIBLE: \$5,00	00,000	
ROC	TION OF OPERATIONS/LOCATIONS/VI DF OF PROFESSIONAL LIA EIGATIETHOUDER			TION			
SMITH & DRAKE REALTY CORP.  DBA: SMITH & DEGROAT REAL ESTATE  27 EAST JERICHO TURNPIKE  MINEOLA, NY 11501  SHOULD ANY OF THE ABOVE DESCRIPTION DATE THEREOF, THE ISSUED DAYS WRITTEN NOTICE TO THE SUIT FAILURE TO MAIL SUCH NOTICE TO THE SUIT FAILURE TO MAIL SUCH NOTICE TO THE AUTHORIZED PHORESENTADY FOR YOUR IN				HE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDE OFFICE SHALL IMPOSE NO OB COMPANY. ITS AGENTS O	ENDEAVOR TO MAIL R NAMED TO THE LEFT, LIGATION OR LIABILITY		

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Contract ID#: CQDA16000006





389-16

## **Contract Details**

SERVICE: Project Coordination

Closer to the Crib Program

NIFS ID #:  $\underline{CQDA16000006}$  NIFS Entry Date:  $\underline{07/29/16}$  Term:  $\underline{08/01/16}$  to  $\underline{07/31/17}$ 

F.	210	-16
<b>77</b>		

New ⊠ Renewal □	1) Mandated Program:	Yes 🗌	No 🛛
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🖾
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🔀	No 🔲
Blanket Resolution  RES#	5) Insurance Required	Yes 🖂	No 🗌

**Agency Information** 

Vei	ndor
Name	Vendor ID#
Adelphi University	11-1630741
Institute for Parenting	
Address	Contact Person
	Marcy Safyer, Ph.D.,
One South Avenue	LCSW-R
P.O. Box 701	
Garden City, NY 11530	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 Appy'd& Fw'd	, SIGNATURE	Leg, Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	2/29/16	0010	
		Contractor Registered	٥١١٠٥١٥٥	Wass	
	OMB	NIFS Approval (Contractor Registered)	Ø 8/3/16	William Cate	Yes No No Not required if blanket resolution
4)66	County Attorney	CA RE & Insurance Verification	1)66/2 D		
CPILL	County Attorney	CA Approval as to form	1 8 3 1 L	DA	-Yes☑Ne 🏻
State	Legislative Affairs	Fw'd Original Contract to CA	□ Bel	#3	
1	County Attorney	NIFS Approval		X	
	Comptroller	NIFS Approval		(1878db	
9/9/4	County Executive	Notarization Filed with Clerk of the Leg.	199/16	Ullisan	1 101



## 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:	1B
Object:	DE
Transaction:	CQ

TOTAL	\$234,005.00
Other	\$
Capital	\$
State	\$234,005.00
Federal	\$
County	\$
Revenue Contract	XXXXXXX
A COMPANY TO CALCE	A HAVE LEE

ELNING SOURCE AMOUNT

LINE	INDEX/OBJECT CODE	= AMOUNT
1	DAGRT891BOTH/DE500	\$234,005.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$234,005.00

RENEV	YAL
% Increase	
% Decrease	

Document Prepared By: R. McManus

	08/01/16	
	00/01/10	

NIFS Certification	Comptroller Certification	County/executive Apprayal
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name /////
Name	Name	Date 9/9/16
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 Institu	ute for Parenting			
2. Dollar amount re	equiring NIFA approval: \$	234,005.00	<del></del>		
Amount to be en	cumbered: \$ 234,005.00				
	✓ New Contract Advis		endment		
If advisement - NIFA	ount should be full amount of con only needs to review if it is increa ount should be full amount of ame	sing funds above t	he amount previ	ously approved	by NIFA
3. Contract Term:	08/01/16 - 07/31/17				
( )	es on this contract commenced?	Yes	N	0	
If yes, please explai	in:	<del></del>		· · · · · · · · · · · · · · · · · · ·	
4. Funding Source:					
General Fund Capital Impro Other	(GEN) ✓ vement Fund (CAP)	_ Grant Fund (GR	T) Federal % State % County %		
Is the cash available fo	or the full amount of the contract?	· ✓	Yes	No	
	ire a future borrowing?		Yes	No	
Has the County Legisla	ature approved the borrowing?		Yes	_ No 🗸	_ N/A .
Has NIFA approved th	e borrowing for this contract?		Yes	No ✓	N/A
5. Provide a brief de	escription (4 to 5 sentences)	of the item for w	which this appr	oval is reque	sted:
whose parents or guardia developmental outcomes	ment to provide services to children who are a ans have been arrested and are involved with a and promote psychological well-being in chi illegal activity. There is no cost to the Nassau	n the criminal justice systellidren from birth to three y	em. The goal of the pro years old to prevent int	ogram is to support p ter-generational invo	ositive Ivement in
6. Has the item req	uested herein followed all pr	oper procedure	s and thereby	approved by	the:
Nassau County Atto Nassau County Con	orney as to form nmittee and/or Legislature	Yes Yes	No No N/	A A	
Date of approval	(s) and citation to the resolu	tion where appr	oval for this it	em was prov	ided:
Submitted for	approval 08/01/16.				
Identify all control	acts (with dollar amounts) w	ith this on an eff	Sligted want	rithin the second	
None	icio (with tional amounts) w	iai ans of an all	mateu party W	num me pri	or 12 months
1,5,10					

#### 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 **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 Title Signature Date Print Name NIFA Amount being approved by NIFA: \_\_ Title Signature Date

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.

Print Name

## 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



## 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 11530 FEDERAL TAX ID #: 11-1630741	Ave., P.O. Box 701, Garden City, NY
Instructions: Please check the appropriation numerals, and provide all the requirements.	ate box ("''') after one of the following ested information.
for sealed bids. The contract was awarded in	est, responsible bidder after advertisement after a request for sealed bids was published [newspaper] on
[date]. The sealed bids were publicly opened on sealed bids were received and opened.	[date]. [#] of
proposers were made aware of the availability of industry websites, via email to interested parties and	t to a Request for Proposals.  est for proposals was issued on 05/26/16. Potential the RFP by advertisement in Newsday, posting on by publication on the County procurement website. It was a 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
F.1 '1
[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 D Druggen 4 to Executive Onder No. 1 of 1002 or amounted the etter to
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 119-0, 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.

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

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

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

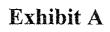
<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: □ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February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

Department Head Signature

08/01/16

Date

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





## COUNTY OF NASSAU

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Here the wonder on any comparete office	no of the render marrided commission containsticutions
pursuant to the New York State Election ending on the date of this disclosure, or (byears prior to the date of this disclosure as	Law in (a) the period beginning April 1, 2016 and beginning April 1, 2016, and beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the
committees of any candidates for any of t	ving Nassau County elected officials or to the campaign he following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	oner, the District Problem, or they County Degistator.
No	
	,
# ,	,
· ·	
2. VERIFICATION: This section must be	be signed by a principal of the consultant, contractor or rm for the purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowledge.	at he/she has read and understood the foregoing edge, true and accurate.
identified above were made freely and wi	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental
benefit or in exchange for any benefit or i	emuneration.
A A	Vendor: Adelphi University - Institute for Parenting
Dated: June 3, 2016	Signed: Signed
U	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 NameTimothy P. Burton - Senior Vice President and Treasurer
· ·	Date of birth/
r	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 / / / Local Contents / / /  (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

0,	Section	n 5 in the past 3 years while you were a principal owner or officer? YES NO _X
op Pr	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	je .	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X. If Yes, provide details for each such instance.
	б. *	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{X}$ If Yes, provide details for each such instance.
	<b>c</b> . •	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 $\underline{X}_{}$ If Yes, provide details for each such instance.
8.	bankru the pas bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES $\_\_$ NO $_{\raisebox{-0.15ex}{$\times$}}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO _X If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.

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

### CERTIFICATION

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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

Notary Public, State of New York
Registration # 01W05058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University

Name of submitting business

Timothy P. Burton

Cidnatura

Print pame

Senior Vice President & Treasurer

Title

6,3,2016

Date

### PRINCIPAL QUESTIONNAIRE FORM

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

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1.	Principal Name Dr. Christine M. Riordan
17 9	Date of birth/
l) e	Home address 55 Brompton Road
ų <sup>-</sup>	City/state/zip Garden City, NY 11530
9 9	Business address Adelphi University
ķ.	City/state/zip One South Avenue, Garden City, NY 11530
¢	Telephone 516 877 3838
4	Other present address(es)
	City/state/zip
7	Telephone
E A	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 / / Partner / /  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.

Se	ection	of 5 in the past 3 years while you were a principal owner or officer? YESNO
opera Provid	lion d le a d	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. Betailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
		past (5) years, have you and/or any affiliated businesses or not-for-profit ations listed in Section 5 in which you have been a principal owner or officer:
74 27 94 59		Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
17 2	þ.	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.
#		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.
ba the ba ar ini qu	inkru e pas inkru iy su tiate iestic	iny of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\checkmark$ 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? YESNO 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.

	ř F		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.
	3 2 34	•	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.	yea inve sub for, res	irs, lestig estigo ject or d pon:	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
10	liste ant incl prir	ed ir I-tru Iudir Icipa	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YESNO/ If Yes; provide details for each such gation.
11	res pro	pon cee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YESNO/ If Yes; details for each such instance.
12	app	olica vate	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

### 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, <u>Dr. Christine M. Riordan</u>, 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	20 <u>1</u>
	. /	

Notary Public

Notary Public, State of New York
Registration # 01W05058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business
Dr. Christine M. Riordan
Print name
Clish mm
Signature
President
Title
<u>lo 1 15 1 160</u>
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).

Da	ie: June 3, 2016
	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
	one : 516 877 3385
Doe	es the business own or rent its facilities? Own
4)	Dun and Bradstreet number: 065972838
5)	Federal I.D. Number: 11-1630741
3)	The proposer is a (check one): Sole Proprietorship Partnership Corporation _x Other (Describe) Not For Profit Educational 501(c)(3)
	Does this business share office space, staff, or equipment expenses with any other business?  Yes No X If Yes, please provide details:
3)	Does this business control one or more other businesses? Yes No $_{\times}$ If Yes, please provide details:

9) Does this any other	business have one or more affiliates, and/or is it a subsidiary of, or controlled by, business? Yes No <u>xx</u> If Yes, provide details
County or name of b	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No _X If Yes, state the bonding agency, (if a bond), date, amount of bond and reason for such cancellation re; or details regarding the termination (if a contract).
If Yes, sta	roposer, during the past seven years, been declared bankrupt? Yes No X ite date, court jurisdiction, amount of liabilities and amount of assets
affiliated be investigated the past 5 a criminal prosecutir performed	t five years, has this business and/or any of its owners and/or officers and/or any pusiness, been the subject of a criminal investigation and/or a civil anti-trust ion by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or localing or investigative agency, where such investigation was related to activities at at, for, or on behalf of an affiliated business.
affiliated be but not lim has any or any gover agencies,	t 5 years, has this business and/or any of its owners and/or officers and/or any ousiness been the subject of an investigation by any government agency, including lited to federal, state and local regulatory agencies? And/or, in the past 5 years, where and/or officer of an affiliated business been the subject of an investigation by nament agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated Yes NoX If Yes, provide details for each such investigation.
had, eithe charges p	urrent or former director, owner or officer or managerial employee of this business r before or during such person's employment, or since such employment if the ertained to events that allegedly occurred during the time of employment by the business, and allegedly related to the conduct of that business:
	a) Any felony charge pending? Yes No X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of husiness?

1 "	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
busine respec	past (5) years, has this business or any of its owners or officers, or any other affiliated as had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No _X; If Yes, provide details for uch instance.
pay an limited such ye	e past (5) tax years, has this business failed to file any required tax returns or failed to y applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? Yes No _X _ If Yes, provide details for each ear. Provide a detailed response to all questions checked 'YES'. If you need more photocopy the appropriate page and attach it to the questionnaire
	detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
́ . а	t of Interest:  ) Please disclose any conflicts of interest as outlined below. NOTE: If no onflicts 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 of for resolution.

A.	demo	e a resume or detailed description of the Proposer's professional qualifications, nstrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.
;	Shoul	d the proposer be other than an individual, the Proposal MUST include:
1	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
,	<b>v</b> )	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.
В.	Indicat	e number of years in business. 120 Years - Adelphi University (10 Years - AU Institute for Parenting)
C.	Provide Propos	e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services.
D.	has pro	a names and addresses for no fewer than three references for whom the Proposer cycled similar services or who are qualified to evaluate the Proposer's capability to not this work.
	Compa	ny NYS Child Welfare Court Improvement Project - Nassau County Family Court
	Contac	t Person Trista Borra, MSW, JD, Project Manager
	Addres	s 1200 Old Country Road
	City/Sta	ate Westbury, NY 11590
	Teleph	one 516 493-4000

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	
Company The New York Center for Child Development  Contact Person Evelyn Blanck, MSW - Associate Executive Director	
1. v	
Contact Person Evelyn Blanck, MSW - Associate Executive Director	
Contact Person Evelyn Blanck, MSW - Associate Executive Director  Address159 West 127th Street	
Contact Person Evelyn Blanck, MSW - Associate Executive Director  Address 159 West 127th Street  City/State New York, NY 10027  Telephone 212 752 7575	
Contact Person_ Evelyn Blanck, MSW - Associate Executive Director  Address159 West 127th Street  City/State New York, NY 10027	

## 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 Auditory Public, State of New York  Alegistration # 01-W05058575  Quelified in Nassau County  My Commission Expires April 8, 2016  Name of submitting business: Adelphi University - Institute for Parenting
By:

## 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 CoClosely Held Corp <u>501(c)(3)</u> 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

Page:2 of 4
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
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
9

ADELPHI UNIVERSITY

AU Quick Links

Information For:

# ADELPHI UNIVERSITY OFFICE OF THE PRESIDENT

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, Lols C. Schlissel, Ronald B. Lee, Thomas F. Motamed, Charles Tolbert, Angela M. Jaggar, Jeffrey Bolton, Grace C. Pitcer Middle Row L-R: Paul Salerno, N. Gerry 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 Brysam 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

Chairman Emeritus, Board of Trustees Former Chairman and Chief Executive Officer Mechanical Technology Inc.

Frank Angelio 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

Z. Paul Akian B.A. '64

Chief Executive Officer
Western Filter, Western FluiDyne, Integra Technologies

Jeffrey Bolton B.A. '61

Retired Managing Director

Neuberger Berman, Inc.

Loretta Cangialosi B.B.A. '80

Senior Vice President and Controller

Pfizer, Inc.

Jeffrey R. Greene, M.B.A.

Global Transaction Leader

for Life Sciences

Emst & Young, LLP

Noreen Harrington B.S. '81

Alternative Investments

MD Sass

Osbert Hood B.S. '86, M.B.A

Chief Operating Officer

Advent Capital Management, LLC

N. Gerry House, Ed.D.

President and Chief Executive Officer

Institute for Student Achievement

Angela M. Jaggar B.S. '62, M.A. '65, Ph.D.

Retired Professor

New York University School of Education

Laurence Kessler B.A.'65

Founder and Co-owner

Kessler Restaurants

Ronald B. Lee B.A. '67

Founder and Chairman Emeritus

Lee, Nolan and Koroghlian, LLC

Lindsey Kupferman Levine M.A. '02, Ph.D. '06

Faculty

Columbia University

Department of Psychiatry, College of Physicians and Surgeons

Susan Murphy, Ph.D.

Vice President Emerita

Cornell University

Ivaylo Ninov '08

Chief Financial Officer

Western Management Corp.

Grace Pilcer M.A. '79, Ph.D. '84

Clinical Psychologist

Private Practice

Peter Principato B.A. '87

Founding Partner

Principato-Young Entertainment

Paul Salerno B.B.A. '76

Retired Managing Partner, Meiville Office

PricewaterhouseCoopers LLP

Lois C. Schlissel, J.D.

Managing Attorney; President

Meyer, Suozzi, English & Klein, P.C.

Patrick S. Smalley B.A. '86

Executive VP and Managing Director

MCH Group LLC

Helene Sullivan B.B.A.'79

Retired Chief Financial Officer

Save the Children

William Tenet B.A. '75, M.D.

Medical Director

NYU Langone Cardiovascular Associates

Clinical Associate Professor of Medicine,

NYU School of Medicine

Charles Tolbert

Attorney and Agent

Law Offices of Charles Tolbert

Adaeze Udoji B.A. '08, J.D.

Associate

Wilson, Sonsini Goodrich & Rosati PC

Trustees Emeriti

Richard C. Cahn

Michael J. Campbell '65

Joan S. Girgus, Ph.D.

Palmina R. Grella, M.B.A. '73

John J. Gutleber B.B.A. '68, M.B.A.'70

Michael L. Lazarus '67

Thomas Dixon Lovely '54, '04 (Hon.)

Horace G. McDonell, Jr. '52, '02 (Hon.)

Leon M. Pollack '63

Marjorie Weinberg-Berman, M.S. '61

Barry T. Zeman

**Upcoming Meetings** 

2016 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

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## Leadership Team

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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. Inster

Provost and Senior Vice President for
Academic Affairs

» Office of the Provost



Lori Duggan Gold, M.S. '12 Vice President for Communications

» Office of Public Affairs



Timothy P. Burton

Senior Vice President and Treasurer

» Office of the Treasurer

Lauren Mounty
Vice President for Enrollment Management and Student

» Office of Enrollment Management and Student Success



Christian P. Vaupel '96, M.S. '03

Vice President for University Advancement

Office of University
 Advancement



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# Page 3 of 4

(b <b>descripti</b>	) Describe lobbying activity of each lobbyist. See below for a complete on of lobbying activities.
	Not Applicable
4.	
<u> </u>	
1 **:	
(c) Nassau Co	List whether and where the person/organization is registered as a lobbyist (e.g., punty, New York State):
	Not Applicable
Te -	
·	
· !	· · · · · · · · · · · · · · · · · · ·
3. VERIFI	CATION: This section must be signed by a principal of the consultant, or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The under statements	signed affirms and so swears that he/she has read and understood the foregoing and they are, to his/her knowledge, true and accurate.
Dated:	une 3 2016. Signed: Deline
ر	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 by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use. development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

#### **CONTRACT FOR SERVICES**

THIS AGREEMENT, dated as of 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").

#### WITNESSETH:

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

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

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

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

- 1. <u>Term</u>. 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. <u>Services</u>. 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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 "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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) <u>Reallocation Among Line Items</u>. 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. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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.

: 1

- (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) <u>Nassau County Living Wage Law.</u> 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) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards</u>. 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.
- R. 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. <u>Licensure and Accreditation</u>. 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Contractor, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

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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.
- 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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.
- 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. <u>All Legal Provisions Deemed Included; Severability; Supremacy</u>. (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. <u>Section and Other Headings</u>. 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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
INSTITUTE FOR PARCENTING
By: Buton
Name:_Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: Yelly 22 2016
O = 0
NASSAU COUNTY
, who obtain
By:
Name:
Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the 32 day of July in the year 2016 before me personally came
On the day of July in the year 2016 before me personally came to me personally known, who, being by me duly sworn, did depose
and say that she resides in the County of Suffork; that she is the EXEC. VP OF
FIMANCE FADMINISTRATION ADELPHI UNIVERSITY, the corporation described herein
and which executed the above instrument; and that she signed her name thereto by authority of
·
the board of directors of said corporation.
NOW A DISTRICT
NOTARIMEDIBLIC LYNN A. WOOLEVER
Notary Public, State of New York Registration # 01W05058575
→ !
My Commission Expires April 8, 2018
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the day of in the year 2016 before me personally came
to me personally known, who, being by me duly sworn, did depose
and say that he resides in the County of; that he is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the
above instrument; and that he signed his name thereto pursuant to Section 205 of the County
Government Law of Nassau County.
· · ····

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. Completes 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

Programme	THE INTENTAL CO
PERSONNEL  Di 10 (270) ETTE et annuel selem ef 104 (10)	<u>FUNDING</u> \$23,655
Director (25% FTE at annual salary of \$94,619)	\$25,055 \$16,906
Program Director (25% FTE at annual salary of \$67,624	\$16,303
Clinical Coordinator (25% FTE at annual salary of \$65,213)	\$55,000
Project Coordinator (100% FTE at annual salary of \$55,000)	\$55,000 \$55,000
Clinician (100% FTE at annual salary of \$55,000) Sub-Total	\$166,864
Sub-10tal	\$100,004
DOMEST DESIDERE	
FRINGE BENEFITS	\$48,391
29% of total salary	540,371
CONTRACTIAL	
CONTRACTUAL  E. A. Statistical Analysis, Instruments, etc.	\$15,000
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$13,000
TEVD A STITET	
TRAVEL Mileage – Local travel for homes visits at Nassau County rate	
	\$500
(\$0.54 per mile)	φου
CUIDIT TEC	•
SUPPLIES 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	\$1,000
Sub-Total	\$3,250
Sub-10tai	φ <b>υφωυ</b> .
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.
- (1) 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:

- Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
  - b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
  - c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
  - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

# Appendix L

# Certificate of Compliance

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

1.	The chief executive officer of the Contractor is:	
	Timothy P. Burton  Exec. Vice President of Finance & Administration  Adelphi University	(Name)
	One South Avenue – Levermore Rm 310  Garden City, NY 11530	(Address)
	516 877 3385	(Telephone Number)
	The Contractor agrees to either (1) comply with the require Living Wage Law or (2) as applicable, obtain a waiver of the pursuant to section 9 of the Law. In the event that the contractor establishes to the satisfaction of the Department this agreement, it had a reasonable certainty that it would the Law and Rules pertaining to waivers, the County will a without imposing costs or seeking damages against the Co	he requirements of the Law ractor does not comply with the nents of the Law, and such that at the time of execution of receive such waiver based on agree to terminate the contract
3.	In the past five years, Contractor has has not government agency to have violated federal, state, or local wages or benefits, labor relations, or occupational safety a been assessed against the Contractor, describe below:	laws regulating payment of

4	In the past five years, an administrati	verproceeding, investigation, or government body-
11	initiated judicial action has	has not been commenced against or relating to
\$7 1 5	the Contractor in connection with fed wages or benefits, labor relations, or	leral, state, or local laws regulating payment of occupational safety and health. If such a proceeding,
i. P	action, or investigation has been com	menced, describe below:
**************************************	· :	
	1.	
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j. S	· · · · · · · · · · · · · · · · · · ·	
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	;	
5.,	authorized County representatives for	o work sites and relevant payroll records by or the purpose of monitoring compliance with the employee complaints of noncompliance.
belief,	by certify that I have read the foregoing it is true, correct and complete. Any te and true as of the date stated below	ng statement and, to the best of my knowledge and statement or representation made herein shall be
accura	Illy 22. 2016	Je But
Dated	1000	Signature of Chief Executive Officer
		Timothy P. Burton
		Exec. Vice President of Finance & Administration  Name of Chief Executive Officer
		Traine of Chief Excounts Chief
Sworn	n to before me this	
	Δ	
00	day of, 2016.	
NT o.4-a	Notary Regis Que	YNN A. WOOLEVER Public, State of New York stration # 01W05058578 allified in Nassau County
ivotar	ry Public My Com	mission Expires April 8, 2018



Department: County Attorney

# E-220-16

# **Contract Details**

SERVICES: Special counsel

NIFS ID #: <u>CLAT16000031</u> NIFS Entry Date: <u>09/19/2016</u> Term: <u>03/13/2014-03/12/2</u>	<u> 2017</u>
---	--------------

New 🗌 Renewal 🛛	1) Mandated Program:	Yes 🗌	No 🗵
Amendment #1	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🖂
Addl, Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution  RES#	5) Insurance Required	Yes 🖂	No 🗌

# **Agency Information**

Vendo	$\mathbf{r}$	County Department
Name Jackson Lewis P.C.	Vendor ID# 463862389	Department Contact Jaclyn Delle
Address	Contact Person	Address
58 South Service Road, Suite 250 Melville, New York 11747	Marc Wenger, Esq.	1 West St. Mineola, New York 11501
1,10,1,110,1, 1,0,1, 1,0,1,1,1,1,1,1,1,1	Phone	Phone
	(631) 247-0404	(516) 571-3034

# **Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Appy'd& Fw'd	SIGNATURE	Leg. Approval Required
4/19/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			Lisa Lo Curto	
9/19/16	ОМВ	NIFS Approval	2	9/19/16	Mind That	Yes No Not required if blanket resolution
	County Attorney	CA RE&I Verification	ď	9/19/16	Vacleysex	
	County Attorney	CA Approval as to form	ď	8/18/16	Harlestet	Yes No 🗆
	Legislative Affairs	Fw'd Original K to CA				
	Rules / Leg.					
	County Attorney	NIFS Approval				
	County Comptroller	NIFS Approval			9811 (10)	1700/1600-
	County Executive	Notarization Filed with Clerk of the Leg.		9/19/6	ENAM	
				' 7	Alminika	H AU MUSTO



Department: County Attorney

## Contract Summary

Purpose: 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

#### Advisement Information

Recommendation: Approve as submitted.

BUDGET CODES				
Fund:	GEN			
Control:	AT			
Resp:	1100			
Object:	DE502			
Transaction:				

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
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

RENEV	VAL :
% Increase	
% Decrease	

Document Prenared By:		
Doenment Prenared By:		

NIFS Certification	Comptroller Certification	County Executive Approval
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.	Pahyth W
Name	Name	Date 9/19/16
Date	Date	(Ifor Office Use Only)



# Nassau County Interim Finance Authority

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

ı. Vendor:	Jackson Lewis P.C. (Cl	_AT160000	31)			
2. Dollar amount re	quiring NIFA approval: \$	25,000.00	)			
Amount to be end	eumbered: \$ 0.01					
This is a	New Contract Advis	sement 🗸	_ Amendme	ent		
If advisement – NIFA o	ount should be full amount of co only needs to review if it is increa unt should be full amount of am	asing funds a	bove the am	ount previous	ly approve	d by NIFA
3. Contract Term:	03/13/2014-03/12/2017					
Has work or service	es on this contract commenced?	<b>√</b>	Yes	No		
If yes, please explai	n: Due to time sensitivity	contractor	may comme	ence while a	waiting ar	proval.
4. Funding Source:						
General Fund Capital Impro Other	(GEN) vement Fund (CAP)	_ Grant Fu	Fed Stat	eral % te % inty %		
Is the cash available fo	r the full amount of the contract	?	✓ Yes		No	
If not, will it requi	re a future borrowing?		Yes		No	
Has the County Legisla	ature approved the borrowing?		Yes			
Has NIFA approved th	e borrowing for this contract?		Yes		No _	<u>/</u> N/A
5. Provide a brief d	escription (4 to 5 sentences)	) of the iten	ı for which	this approv	al is requ	ested:
requested by the County	a contract to represent Nassau County and Attorney, or their designee, within the follow tion 1983, Labor and Employment Law, and \$25,000.	wing areas of law	which the Depa	rtment has determ	ined Counsel t	o be qualified:
6. Has the item req	uested herein followed all p	proper pro	edures an	d thereby ap	proved b	y the:
Nassau County Att Nassau County Con	orney as to form nmittee and/or Legislature _	Yes Yes	No	N/A N/A		
Date of approval	l(s) and citation to the resol	ution wher	e approval	for this iter	n was pro	ovided:
					<del></del>	
					<u> </u>	
	acts (with dollar amounts)					
	(CQAT11000029 02), max i (CQAT14000012), max incr					

#### 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.

loser as	. DU QQe -	9/19/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumbe	red pending NIFA approval of this contract.
	onding for this contract has been appr	roved by NIFA. It the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	ed by NIFA:	
Signature	Title	Date
Brint Namo		

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.

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.



## 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: <u>Jackson Lewis P.C. (CLAT16000031)</u>
CONTRACTOR ADDRESS: <u>58 South Service Road, Suite 250, Melville, New York</u> <u>11747</u>
FEDERAL TAX ID #: <u>463862389</u>
<u>Instructions:</u> Please check the appropriate box ("\sum") 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.

rates w	ere accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three is als were solicited and received. The attached memorandum from the timent head describes the proposals received, along with the cost of each is al.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	<b>B.</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.
meme	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not nat 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>B.</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 2 agreement.

VI. 

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

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

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

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

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

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

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

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

Lisa Lo Curto

Department Head Signature

9/19/16 Date

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

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



## COUNTY OF NASSAU

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (b years prior to the date of this disclosure ar campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two nd ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign he following Nassau County elected offices: the County bller, the District Attorney, or any County Legislator?
Vendor authorized as a signatory of the fi	be signed by a principal of the consultant, contractor or rm for the purpose of executing Contracts.  at he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affuidentified above were made freely and wibenefit or in exchange for any benefit or r	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental remuneration.
Dated: 4/7//6	Vendor: Sackson Lewis P.C.  Signed: Mare S. Way  Print Name: Mare 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 /2/30/60
	Home address 167 16th Ave.
	City/state/zip Sea Cliff, NY 11679
	Business address 585. 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 / _ / 99 Chow known as
	Chief Exec. Officer / / Secretary / / Chief Financial Officer / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / Partner / / / / / Partner / / / / / / Partner / / / / / / / / / / / / / / / / / / /
	(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,

ნ.	Section	y governmental entity awarded any contracts to a pusifiess of organization listed in the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration d ovide a d	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	In the porganiz	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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 _L If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate questio attach	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is che business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 V If Yes, provide details for each such charge.
	<b>d)</b>	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 _v if Yes, provide details for each such occurrence.
9,	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO If Yes; provide details for each such igation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; le details for each such instance.
12.	applie	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited for and sewer charges? YES NO If Yes, provide details for each such

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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.

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 16 that of Sep tember 2016

PAULETTE DI MARCO Notary Public, State of New York No. 01DI4910908 Qualified in Suffolk County Commission Expires Nov. 02, 20\_

Signature

#### **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).

Dai	e; April 7, 2016
1)	Proposer's Legal Name:
2)	Address of Place of Business: 58 South Service Road, Melville, NY 11747
List	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Pho	one :_ 631-247-0404
Do	es 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)	oes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, by other business? Yes No _X If Yes, provide details
10)	as the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau ounty or any other government entity terminated? Yes No _X_ If Yes, state the ame of bonding agency, (if a bond), date, amount of bond and reason for such cancellation forfeiture: or details regarding the termination (if a contract).
11)	as the proposer, during the past seven years, been declared bankrupt? Yes No <u>X</u> Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	the past five years, has this business and/or any of its owners and/or officers and/or any filiated business, been the subject of a criminal investigation and/or a civil anti-trust vestigation 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 criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency, where such investigation was related to activities erformed at, for, or on behalf of an affiliated business.  es No _X
13)	the past 5 years, has this business and/or any of its owners and/or officers and/or any filiated business been the subject of an investigation by any government agency, including ut not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, as any owner and/or officer of an affiliated business been the subject of an investigation by ny government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliated usiness. Yes No _X _ If Yes, provide details for each such investigation
14	las any current or former director, owner or officer or managerial employee of this business ad, either before or during such person's employment, or since such employment if the harges pertained to events that allegedly occurred during the time of employment by the ubmitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No _X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No _X

	If Yes, provide details for each such conviction			
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X   If Yes, provide details for each such conviction			
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X			
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X; If Yes, provide details for instance no instance no ware of any member of the firm being publicly disciplined by any State Bar			
16) For the pa pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X If Yes, provide details for each revolute a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire			
Provide a det photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.			
17) Conflict o a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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
- li) 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	Company <u>Brookhaven Science Associates, LLC</u>			
Contact PersonAnne 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
Company Village of Rockville Centre  Contact Person Fran Murray
, -
Contact Person Fran Murray
Contact Person Fran Murray  Address 1 College Place, P.O. Box 950
Contact PersonFran Murray  Address1 College Place, P.O. Box 950  City/State Rockville Centre, New York 11570

#### CERTIFICATION

<u>Principal</u> Title

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. \_\_\_, being duly sworn, state that I have read and understand all Marc S. Wenger 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 PATRICIA J. RUSSOLESE Notary Public, State Of New York No. 01AM4898520 Qualified in Nassau County Commission Expires June 15, 20 Name of submitting business: <u>Jackson Lewis P.C.</u> Marc S, Wenger

### 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.

Jackson Lewis P.C.		
Equity Principals		-
as of 04/07/2016		
<u> </u>		
Name	Address	City, State & Zip
L 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-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4 Allen, 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 Amiot, 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
O Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
1 Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
		Morristown, NJ 07960
2 Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	San Francisco, CA 94111
3 Askanas, Mark S.	50 California Street, 9th Floor	New York, NY 10017
4 Atlas, Clifford R.	666 3rd Avenue, 29th Floor	
5 Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
6 Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
.7 Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
8 Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
9 Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
O Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
1 Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
2 Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
3 Bertoncini, 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
Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26 Bogaty, lan B.	58 South Service Road, Suite 250	Melville, NY 11747
27 Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
8 Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
9 Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
BO 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 Fioor	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 9266
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
11 Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
12 Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 9266
13 Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
14 Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45 Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
	58 South Service Road, Suite 250	Melville, NY 11747
46 Chin, K. Joy	7101 College Blvd., Suite 1150	Overland Park, KS 66211
47 Christensen, Brian		Las Vegas, NV 89169
48 Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Sacramento, CA 95814
49 Christian, Michael J.	400 Capital Mall, Suite 1600	Hartford, CT 06103
50 Cini, Holly L.	90 State House Square, 8th Floor 220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960

Nassau County - Answer to Q	uestion Aii	
Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
2 Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
3 Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
4 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
66 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 Courtian, 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
50 Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
		Reston, VA 20191
61 de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Tinton Falls, NJ 07724
DeBlasio, Joseph C.	766 Shrewsbury Avenue	
DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
54 DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
55 Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
56 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
58 Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69 Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
70 Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
71 Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
72 Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
73 Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
74 Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
75 Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
76 Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
77 Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
78 Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
79 Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
80 Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
81 Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
82 Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
83 Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
84 Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
85 Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
86 Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
87 Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
88 Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
89 Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
90 Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
91 Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
92 Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
93 Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
94 Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
95 Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
96 Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
97 Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
98 Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 9266
99 Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
.00 Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
	3737 Glenwood Avenue	Raleigh, NC 27612
.01 Holland, Patricia L.	3737 Gleffwood Avenue	Newport Beach, CA 9266

Nassau County - Answer to Que	SUDITAL	
Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
03 Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
04 Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
05 Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
06 Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
07 Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
08 Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
09 Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
10 Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
11 Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
12 Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
13 Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
14 Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
15 Kee, Conrad S.	215 South State Street, Suite 760	Salt Lake City, UT 84101
	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
16 Keiper, Jeffrey B.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
17 Kelly, Joel P.		Boston, MA 02116
18 Kelly, Paul V.	75 Park Plaza, 4th Floor	
19 Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
20 Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
21 Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
22 Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
23 Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
24 Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
25 Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
.26 Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
27 Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
28 Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
.29 Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
.30 Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
.31 Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
.32 Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
.33 Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
.34 Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
.35 Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
.36 Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
37 Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
.38 Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
39 Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
.40 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
L42 Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
143 Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
.44 McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
45 McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
46 McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
.47 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
1.50 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
	75 Park Plaza, 4th Floor	Boston, MA 02116
152 Morsilli, Robert H. 153 Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017

Nassau County - Answer to Q	uestion Aii	
Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
		New York, NY 10017
.54 Moss, Peter N.	666 3rd Avenue, 29th Floor	San Francisco, CA 94111
.55 Mullin, Patrick C.	50 California Street, 9th Floor	Memphis, TN 38120
L56 Mulroy, James R.	999 Shady Grove Road, Suite 110	•
.57 Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
58 Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
.59 Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
.60 Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
.61 Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
62 Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
63 Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
.64 O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
.65 Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
.66 Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
.67 Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
.68 Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
.69 Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
Palmer, CAry G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
.71 Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
.72 Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
.73 Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
.74 Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
.75 Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
.76 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
L80 Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
L81 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 9266

Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
05 Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
06 Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
07 Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
08 Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
09 Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
10 Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
11 Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017
12 Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
13 Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
14 Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
15 Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
16 Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
17 Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
18 Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
19 Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
20 Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
21 Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
22 Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
23 Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
24 Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
25 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
27 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 Huges 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 CorpPartnershipJoint Venture		
	Ltd. Liability CoClosely Held Corp <u>Professional Corp.</u> Other (specify)		
of Joir sheets	List names and addresses of all principals; that is, all Individuals serving on the Board of cors or comparable body, all partners and limited partners, all corporate officers, all parties and Ventures, and all members and officers of limited liability companies (attach additional if necessary):  attached.		
<del></del>			
5, sharel held (	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.		
See	aboye.		

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - Nasi its agencies, boards, commissions, department heads, legislators or committees, includimited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or improved property subject to County regulation, procurements. The term "lobbyist" does any officer, director, trustee, employee, counsel or agent of the County of Nassau, or New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):	N/A	
bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - Nass its agencies, boards, commissions, department heads, legislators or committees, including limited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or improvered property subject to County regulation, procurements. The term "lobbyist" does any officer, director, trustee, employee, counsel or agent of the County of Nassau, or New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):		
bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - Nasits agencies, boards, commissions, department heads, legislators or committees, includimited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or improved property subject to County regulation, procurements. The term "lobbyist" does any officer, director, trustee, employee, counsel or agent of the County of Nassau, or New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):		
bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - Nass its agencies, boards, commissions, department heads, legislators or committees, including limited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or improvered property subject to County regulation, procurements. The term "lobbyist" does any officer, director, trustee, employee, counsel or agent of the County of Nassau, or New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):		
bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - Nass its agencies, boards, commissions, department heads, legislators or committees, including limited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or improvered property subject to County regulation, procurements. The term "lobbyist" does any officer, director, trustee, employee, counsel or agent of the County of Nassau, or New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):		
	bid, post-bid, etc.). The term "lobbyist" mean employed or designated by any client to influits agencies, boards, commissions, department limited to the Open Space and Parks Advisor matters include, but are not limited to, reques real property subject to County regulation, prany officer, director, trustee, employee, county	ns any and every person or organization ence - or promote a matter before - Nass at heads, legislators or committees, incluy Committee and Planning Commission as for proposals, development or improvocurements. The term "lobbyist" does resolor agent of the County of Nassau, or
None	1	and telephone number of labbylst(s):

### Page 3 of 4

(b) Describe lobbying activit lescription of lobbying activities.	ry of each lobbyist. See below for a complete
N/A	
	. ,
NA TOTAL CONTRACTOR OF THE PARTY OF THE PART	·
(c) List whether and where t Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
N/A	
Parameter State Control of the Contr	
8. VERIFICATION: This section contractor or Vendor authorized as a sign	must be signed by a principal of the consultant, gnatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing wledge, true and accurate.
	$\nearrow$
Dated: 3/10/16	Signed: Muss My Print Name: Marc 3. Wanger
Dated: 910/10	Signed: Mana & Indonesia
	Print Name: Laplace J. VVer 19er
	Title: (Marila)

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 Lew	/15 F.C.	
as of 03/09/2016		·
Name	Address	City, State & ZIp
Abel, Ashley B.	15 S, Main Street, Sulte 700	Greenville, SC 29601
	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
Abrahams, Nadine C.	390 N. Orange Avenue, Sulte 1285	Orlando, FL 32801-1641
Adler-Paindiris, Stephanie L.		Los Angeles, CA 90017
Allen, David S.	725 So. Figueroa Street, Suite 2500	White Plains, NY 10601
Alvarez, Francis P.	44 South Broadway, 14th Floor	Morristown, NJ 07960
Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fi	Baltimore, MD 21209
Amlot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Morristown, NJ 07960
Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Albany, NY 12211
Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	
Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
Baderlan, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
Bertondini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
4 Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
6 Bogaty, lan B.	58 South Service Road, Suite 250	Melville, NY 11747
7 Boomer, Mitchell F.	50 Gallfornia Street, 9th Floor	San Francisco, CA 94111
8 Borna, Emily S.	1155 Peachtree Street, NE Sulte 1000	Atlanta, GA 30309
9 Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
O Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
1 Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
	58 South Service Road, Sulte 250	Melville, NY 11747
2 Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
3 Briton, Roger H.	75 Park Plaza, 4th Floor	Boston, MA 02116
4 Brody, Jeffrey S.	50 California Street, 9th Floor	San Francisco, CA 94111
5 Brown, Tyler A.		Newport Beach, CA 9266
6 Bryan, Jared L	5000 Birch Street, Ste 5000 150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
7 Bulmer, Peter R.	58 South Service Road, Sulte 250	Melville, NY 11747
8 Camardella, Matthew J.		Atlanta, GA 30309
9 Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	New York, NY 10017
O Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	Cincinnati, OH 45202
1 Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Newport Beach, CA 9266
2 Carter, James P.	5000 Birch Street, Ste 5000	Phoenix, AZ 85016
3 Cerasano, Stephanle M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Hartford, CT 06103
4 Chavey, Victoria Woodin	90 State House Square, 8th Floor	Atlanta , GA 30309
5 Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Melville, NY 11747
6 Chin, K. Joy	58 South Service Road, Suite 250	
7 Christensen, Brian	7101 College Blvd., Sulte 1150	Overland Park, KS 66211
18 Christensen, Deverle J.	3800 Howard Huges Pkwy, Sulte 600	Las Vegas, NV 89169
19 Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
60 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 Clno, 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 Lev	vis P.C.	
as of 03/09/2016		
Name	Address	City, State & Zip
4 Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
S Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
66 Corpuz, Victor N.	500 N. Akrad, Sulte 2500	Dallas, TX 75201
7 Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
68 Courtian, 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
50 Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
51 de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
52 DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
53 DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
	44 South Broadway, 14th Floor	White Plains, NY 10601
54 DlOrio, Anthony J.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
55 Dishman, Neil H.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
66 Diulus-Myers, A. Patricia	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
Dodge, Garen E.	225 Broadway, Sulte 2000	San Diego, CA 92101
Drenan, Michael D.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
59 Duddleston, David J.		Boston, MA 02116
70 Egan, Patrick L.	75 Park Plaza, 4th Floor	New York, NY 10017
71 Ekelman, Felice B.	666 3rd Avenue, 29th Floor	Los Angeles, CA 90017
72 Farber, Mla	725 So. Figueroa Street, Sulte 2500	Melville, NY 11747
73 Felsberg, Eric J.	58 South Service Road, Suite 250	Los Angeles, CA 90017
74 Filia, Cynthia L	725 So. Figueroa Street, Suite 2500	Austin, TX 78701
75 Flscher, A. Robert	816 Congress Avenue, Suite 1530	Portsmouth, NH 03801
76 Ford, Debra Weiss	100 International Drive, Ste 363	Miami, FL 33131-2374
77 Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Sulte 3500	Los Angeles, CA 90017
78 Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Sulte 2500	Hartford, CT 06103
79 Friedland, Allan S.	90 State House Square, 8th Floor	Reston, VA 20191
80 Fu, Minnle	10701 Parkridge Boulevard, Ste 300	Hartford, CT 06103
81 Garofalo, Beverly W.	90 State House Square, 8th Floor	
82 Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103 White Plains, NY 10601
83 Glison, Roger P., Jr.	44 South Broadway, 14th Floor	
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 Sulte 1000	Atlanta, GA 30309
90 Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91 Griffin, Michael A.	520 Plke 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, Sulte 2500	Dallas, TX 75201
96 Hash, Paul E.	500 N. Akrad, Sulte 2500	Dallas, TX 75201
97 Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98 Hekie, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99 Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 9266
100 Holles, David G., Jr.	225 Broadway, Sulte 2000	San Diego, CA 92101
	Two James Center, 1021 E. Cary Street, Sulte 1200	Richmond, VA 23219
101 Holden, Kevin D.	3737 Glenwood Avenue	Raleigh, NC 27612
102 Holland, Patricia L.	5000 Birch Street, Ste 5000	Newport Beach, CA 9266
103 Hood, Michael A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
104 Islinger, David G.	666 3rd Avenue, 29th Floor	New York, NY 10017
105 Jacobster, Michael D. 106 Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402

Equity Principals - Jackson Lewi as of 03/09/2016	NATIONAL CONTRACTOR OF THE PROPERTY OF THE PRO	
as 01 03/09/2010		
Name	Address	City, State & Zip
17 Jarrett, Danny W.	4300 San Mateo Blvd NE, Sulte B-260	Albuquerque, NM 87110
08 Jatana, Nicky	725 So. Figueroa Street, Sulte 2500	Los Angeles, CA 90017
9 Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
O Jenkins, Maurice G.	Town Center, 2000 Town Center, Sulte 1650	Southfield, MI 48075
11 Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
12 Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
L3 Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Sulte 1060	Phoenix, AZ 85016
14 Kaplan, Roger S.	58 South Service Road, Sulte 250	Melville, NY 11747
	3737 Glenwood Avenue	Raleigh, NC 27612
L5 Kazaglis, Ted N.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
16 Kee, Conrad S.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
17 Keiper, Jeffrey B.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
18 Kelly, Joel P.		Boston, MA 02116
19 Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
20 Kerman, David J.	75 Park Plaza, 4th Floor	Chicago, IL 60601
21 Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Boston, MA 02116
22 Kirmani, Samia M.	75 Park Plaza, 4th Floor	Atlanta , GA 30309
23 Kohler, Dion Y.	1155 Peachtree Street, NE Sulte 1000	White Plains, NY 10601
24 Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
25 Landau, Richard D.	44 South Broadway, 14th Floor	Austin, TX 78701
26 Lashus, Kevin	816 Congress Avenue, Sulte 1530	Reston, VA 20191
27 Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Greenville, SC 29601
28 Lauderdale, D. Christopher	15 S. Main Street, Suite 700	New York, NY 10017
29 Lauri, Kevin G.	666 3rd Avenue, 29th Floor	Morristown, NJ 07960
30 Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	
31 Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
32 Lewis, Stephanie E.	15 S, Main Street, Sulte 700	Greenville, SC 29601
33 Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
34 Lleberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
35 Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
36 Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
37 Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
38 Mackey, Thomas G.	725 So, Figueroa Street, Suite 2500	Los Angeles, CA 90017
39 Magnus, Eric R.	1155 Peachtree Street, NE Sulte 1000	Atlanta, GA 30309
40 Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
41 Manning, William J.	44 South Broadway, 14th Floor	White Piains, NY 10601
42 Marchlewskl, Theresa M.	725 So. Figueroa Street, Sulte 2500	Los Angeles, CA 90017
43 Margulles, Richard N.	501 Riverside Avenue, Sulte 902	Jacksonville, FL 32202
L44 Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
L45 McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
L46 McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147 McFetridge, Jane M.	150 North Michigan Avenue, Sulte 2500	Chicago, IL 60601
148 McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Sulte 200	Baltimore, MD 21209
	150 North Michigan Avenue, Sulte 2500	Chicago, IL 60601
149 McKenna, James A.	666 3rd Avenue, 29th Floor	New York, NY 10017
150 Mellk, Wendy J.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
151 Montgomery, David K.	0.11.0000	Chicago, II. 60601
152 Moran, Kathryn Montgomery	75 Park Plaza, 4th Floor	Boston, MA 02116
153 Morsilli, Robert H.		New York, NY 10017
154 Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155 Moss, Peter N.	666 3rd Avenue, 29th Floor	San Francisco, CA 9411:
156 Mullin, Patrick C.	50 California Street, 9th Floor	Memphis, TN 38120
157 Mulroy, James R.	999 Shady Grove Road, Suite 110	Atlanta , GA 30309
158 Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Richmond, VA 23219

Equity Principals - Jackson Lew	s P.C.	
as of 03/09/2016		
140 01 00) 00/ 2010		
Name	Address	City, State & Zip
	2800 Quarry Lake Drive, Sulte 200	Baltimore, MD 21209
60 Napler-Joyce, Joy M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
61 Nieman, Matthew F.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
.62 Nolan, John M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
.63 Novick, Mindy S.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
164 Oborne, Scott	520 Pike Street, Suite 2300	Seattle, WA 98101
165 O'Connor, Bryan P.	44 South Broadway, 14th Floor	White Piains, NY 10601
166 Ombok, Otieno B.		Cleveland, OH 44131
167 Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Pittsburgh, PA 15222
168 Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Atlanta, GA 30309
169 Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Miami, FL 33131- 2374
170 Paindirls, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Sacramento, CA 95814
171 Palmer, CAry G.	400 Capital Mali, Suite 1600	Morristown, NJ 07960
172 Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Boston, MA 02116
173 Paterniti, Stephen T.	75 Park Plaza, 4th Floor	San Francisco, CA 94111
174 Pattison, Robert M.	50 California Street, 9th Floor	Omaha, NE 68114
175 Peck, Amy L.	10050 Regency Circle	Philadelphia, PA 19102
176 Peet, Stephanle J.	Three Parkway, 1601 Cherry Street, Sulte 1350	
177 Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017 White Plains, NY 10601
178 Peterson, Andrew A.	44 South Broadway, 14th Floor	
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 Plekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183 Porta, John J.	58 South Service Road, Sulte 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	Mlaml, 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, Sulte 1205	Portland, OR 97204
193 Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194 Sandoval, Cynthla S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195 Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
196 Schey, Richard W. 197 Schloss, Cralg A.	225 Broadway, Sulte 2000	San Diego, CA 92101
	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
198 Schloss, Leonora M.	44 South Broadway, 14th Floor	White Plains, NY 10601
199 Schwartz, Bruce H.	1155 Peachtree Street, NE Sulte 1000	Atlanta , GA 30309
200 Schwartz, Jeffrey A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Mlami, FL 33131- 2374
201 Schwartz, Jennifer A.	501 Riverside Avenue, Sulte 902	Jacksonville, FL 32202
202 Sharkey, Benjamin D.	90 State House Square, 8th Floor	Hartford, CT 06103
203 Shea, James F	58 South Service Road, Sulte 250	Melville, NY 11747
204 Shlelds, Ana C.		Newport Beach, CA 9266
205 Slegel, Jonathan A	5000 Birch Street, Ste 5000	Melville, NY 11747
206 Siegel, Paul J.	58 South Service Road, Sulta 250	Denver, CO 80202
207 Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	White Plains, NY 10601
208 Silverman, Lewis H.	44 South Broadway, 14th Floor	Baltlmore, MD 21209
209 Slivestri, Stephen M.	2800 Quarry Lake Drive, Sulte 200	New York, NY 10017
210 Simon, Erlc P	666 3rd Avenue, 29th Floor	Pittsburgh, PA 15222
211 Smith, Douglas G	Liberty Center, 1001 Liberty Avenue, Sulte 1000	New York, NY 10017
212 Snyder, John A.	666 3rd Avenue, 29th Floor	BAGAA LOLBY LAL WOOM

Equity Principals - Jackson Lew	/is P.C.	
as of 03/09/2016	The second secon	
Name	Address	City, State & Zip
13 Soltis, Michael J.	1010 Washington Blyd, 7th Floor	Stamford, CT 06901
14 Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
15 Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
16 Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
17 Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
18 Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
19 Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
20 Sussman, Mark L.	58 South Service Road, Sulte 250	Melville, NY 11747
21 Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
22 Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
23 Thorne, Ren E.	650 Poydras Street, Sulte 1900	New Orleans, LA 70130
24 Toppel, Jeffrey W.	Blitmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
25 Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Sulte 3500	Miami, FL 33131- 2374
26 Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
27 Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
28 Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
29 Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
30 Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
31 Van Dyke, C. Todd	1155 Peachtree Street, NE Sulte 1000	Atlanta, GA 30309
32 Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
33 Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
34 Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
35 Welsbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
36 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, Ruthle N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
39 Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Sulte 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. Cralg	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243 Works, Donald C., III	390 N. Orange Avenue, Sulte 1285	Orlando, FL 32801-1641
244 Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245 Youchah, Elayna J.	3800 Howard Huges 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. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Twenty-five Thousand Dollars (\$25,000.00) (the "<u>Amendment Maximum Amount</u>"), 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 "<u>Amended Maximum Amount</u>").
- 3. <u>Partial Encumbrance</u>. 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. <u>Full Force and Effect</u>. 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: Marc 8. Wenger Title: Proncyal Date: 9/16/16
NASSAU COUNTY
By:
Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

	)ss.: "Y OF NASSAU )
herein a thereto	On the 16 th day of in the year 20/6 before me personally can share resides in the County of Nassau ; that he or she is the Cipal of Jackson Lewis P.C. , the corporation described and which executed the above instrument; and that he or she signed his or her name by authority of the board of directors of said corporation.
<u>Lau</u>	NOTARY PUBLIC  PAULETTE DI MARCO  Notary Public, State of New York No. 01D14910908  Qualified in Suffolk County  Commission Expires Nov. 02, 20
STATE	OF NEW YORK)
	)ss.: TY OF NASSAU )
	On the day of in the year 20 before me personally can to me personally known, who, being by me duly sworn, did depot that he or she resides in the County of; that he or she is a Deputy
County which	Executive of the County of Nassau, the municipal corporation described herein and executed the above instrument; and that he or she signed his or her name thereto nt to Section 205 of the County Government Law of Nassau County.
	NOTARY PUBLIC

.

.

Yes No X

Contract ID#: CQAT14000011



Department: County Attorney

# **Contract Details**

New X Renewal

SERVICES: Special Counsel

NIFS ID#:CQAT14000011 NIFS Entry Date:05/07/2014 Term:03/13/2014-03/12/2015 w/ 4, 1 yr renewals

1) Mandated Program:

Amendment	2)(	Comptroller Ap	proval Form	Attached:	Yes X	No□
Time Extension	3) (	CSEA Agmt. §	32 Complian	ce Attached:	Yes [	No X
Addl. Funds	4) V	endor Owners	hip & Mgmt.	Disclosure Attached:	Yes 🗍	No X
Blanket Resolution  RES#	5) I	nsurance Requi	ired		Yes X	No 🗌
						·····
Agency Inform	ation	· · · · · · · · · · · · · · · · · · ·			<del></del>	<del></del>
	Vendo	<b>r</b>				
Name	:: :: : : : : : : : : : : : : : : : :	Vendor ID#	##6##\\#\I	County Department Contact	Departr	nent
Jackson Lewis P.C.		46386238	39	Daniel Gregwa	re	
Address		Contact Person	· · · · · · · · · · · · · · · · · · ·	Address		
58 South Service Road, S Melville, New York 1174	Suite 410 17	Marc Wei	nger, Esq.	1 West St.		
Total 17		Phone		Mineola, New	York 11501	
		(631) 247	-0404	(516) 571-1675	5	
			<del> </del>			
Routing Slip						
Mouning only						
DATE DEPARTMENT	Interi	nal Verification	DATE Appy'd& Fw'd,	SIGNATURE		Approval
Department	NIFS Entry NIFS Appvi	(Dept) (Dept. Head)		Ralle 1 Am	K.	quired
OMB .	NIFS Appro	oval		Agreel 11 Also		quired if
Special County Attorney	CA RE&I V	erification	1/25/2/2012	8-65-le	\ blanke	t resolution
County Attorney	CA Approve	al as to form	O esports	m 8 & J. S.		No ✓
Legislative Affairs	Fw'd Origi	al K to CA		3		
Rules / Leg.						
County Attorney	NIFS Appro	ival	Desphali	223, le		
County Comptroller	NIFS Appro		X 12/1	4 0	CGG 6 12/14	
County Executive	Notarization Filed with C	l Elerk of the Leg.		1 hll		



Department: County Attorney

# **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

Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	1

RENEW	ALS
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	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 repared B		Date:
2.18 11 8.3	NIFS Certification	Comptroller Certification	C ppc and apply and apply and apply and apply and apply and apply apply and apply apply and apply apply apply and apply
	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	Michael & Colon	Name Stewart of Crist	Date
Date	6/2/2014	Date 6/12/14	(For Office Use Only) E #:

George Maragos Comptroller



[list members]. The proposals were scored and

# 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 ("\subseteq") 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 [newspaper] on [date]. The sealed bids were publicly opened on [date]. 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 consisted of:\_\_\_\_\_

ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III.   This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after
[describe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
X B. A Request for Qualification was issued and a panel 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.

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

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

Department Head Signature

Date

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

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

#### 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. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. 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) ("<u>Maximum Amount</u>"). 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") 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 "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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. <u>Independent Contractor</u>. 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 "<u>Counsel Agent</u>"), 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 "<u>Person</u>" 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. <u>No Arrears or Default</u>. 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. <u>Compliance with Law</u>. (a) <u>Generally</u>. 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) <u>Nassau County Living Wage Law.</u> 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) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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. <u>Service Standards</u>. 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. <u>No Conflict Representation</u>. 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. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, 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. <u>Insurance.</u> (a) <u>Types and Amounts.</u> 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. <u>Termination</u>. (a) <u>Generally</u>. 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) <u>By Counsel</u>. 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 "<u>Commissioner</u>"), 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 "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge</u>. 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. <u>Executory Clause</u>. 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: Man S. Chy
Name: Marc 8. Wencer
Title: Shareholder
Date: 4/25/14

NASSAU COUNTY

County Executive

Deputy County Executive te: U/2/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU )	
On the start day of spril in the year 2019 before me personally came more 5: wenger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassay; that he or she is the sherein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.	ed o
NOTARY PUBLIC For LORETTA GIANNONE  Notary Public, State of New York  No. 01Gl6187660  Qualified in Nassau County  Commission Expires May 27,	
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
On the /8 day of August in the year 20 before me personally came hard & Wallet to me personally known who being by me duly sworn, did depose and say that he or she resides in the County of August; 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 MCHE	10

CONCETTA A PETRIUCCI Motory Public, State of New York No. 01PSE2530008 Qualified in Nassau County Commission Expires April 02, 2016

Fra v

# 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 antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
  - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- 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 hasX_ 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 actionhasXhas 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.
it is tr	by certify that I have read the foregoing statement and, to the best of my knowledge and belief, ue, correct and complete, Any statement or representation made herein shall be accurate and s of the date stated below.
	April 2, 2014  April 2, 2014  Agnature of Chief Operating Officer
	Inha D. Donneller
	John P. Donnelly  Name of Chief Operating Officer
	n to before me this day of April, 2014.
<u>`\\</u> Notar	y Public O

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