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NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, July 15, 2019
1:28 P.M

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

RICHARD NICOLELLO,
Chairman

HOWARD KOPEL,
Vice Chairman

STEVE RHOADS

LAURA SCHAEFER

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

SIELA BYNOE

MICHAEL C. PULITZER,
Clerk of the Legislature

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2

LIST OF SPEAKERS

3

4 KEN ARNOLD 8

5 EVAN BANKS 10

6 DEPUTY INSPECTOR STEPHANOFF 29

7 CHRIS AIRY 30

8 NANCY STANTON 41

9 DONNA NEILAND 43

10 TIM PRISCILLA 44

11 ROBERT CLEARY 50

12 DAVE RICH 52

13 BOB MCMANUS 55

14 BRIAN LIBERT 59

15 EILEEN KRIEB 64

16 MICHAEL GOLIO 67

17 NICK VEVANTE 74

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1 Rules Committee/7-15-19

2 CHAIRMAN NICOLELLO: Call the
3 roll for the Rules Committee.

4 CLERK PULITZER: Thank you
5 Mr. Chairman. Roll call Rules Committee.
6 Legislator Siela Bynoe.

7 LEGISLATOR BYNOE: Here.

8 CLERK PULITZER: Legislator Delia
9 DeRiggi-Whitton?

10 LEGISLATOR DERIGGI-WHITTON:
11 Here.

12 CLERK PULITZER: Ranking Member
13 Kevan Abrahams?

14 LEGISLATOR ABRAHAMS: Here.

15 CLERK PULITZER: Legislator Laura
16 Schaefer?

17 LEGISLATOR SCHAEFER: Here.

18 CLERK PULITZER: Legislator
19 Steven Rhoads?

20 LEGISLATOR RHOADS: Present.

21 CLERK PULITZER: Vice Chairman
22 Howard Kopel?

23 LEGISLATOR KOPEL: Here.

24 CLERK PULITZER: Chairman Richard
25 Nicolello?

1 Rules Committee/7-15-19

2 CHAIRMAN NICOLELLO: Here.

3 CLERK PULITZER: We have a
4 quorum, sir.

5 CHAIRMAN NICOLELLO: We need a
6 motion to untable Item 119 of '19.

7 LEGISLATOR RHOADS: So moved.

8 LEGISLATOR KOPEL: Second.

9 CHAIRMAN NICOLELLO: Motion to
10 untable by Legislator Rhoads, seconded by
11 Deputy Presiding Officer Howard Kopel.

12 Any debate or discussion on the
13 motion to untable?

14 (No verbal response.)

15 Is there any public comment?

16 (No verbal response.)

17 All those in favor signify by
18 saying aye.

19 (Aye.)

20 Those opposed?

21 (No verbal response.)

22 Carries unanimously.

23 This is the same item that went
24 through the Government Services Committee.

25 We are going to pass it along

1 Rules Committee/7-15-19
2 through the Rules Committee, will be on the
3 Full Legislative agenda in a couple of
4 minutes. Anyone have any questions at this
5 time?

6 (No verbal response.)

7 All those in favor signify by
8 saying aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 Carries unanimously.

13 I will put the Rules Committee
14 into recess.

15 (Whereupon, the Rules Committee
16 recessed at 1:29 p.m. and reconvened at 2:08
17 p.m.)

18 CHAIRMAN NICOLELLO: We are going
19 right to the Rules Committee with other
20 committees to follow. We are going to do
21 the contracts in the Rules Committee first.
22 What we are going to do is group together
23 all the contracts related to specific
24 subjects.

25 We have contracts related to

1 Rules Committee/7-15-19

2 Public Works, police, et cetera. So we are
3 going to call all those together so the
4 individuals that come up to present can stay
5 at the microphone and finish their
6 presentation and move on.

7 To start things off, and, by the
8 way, we will be calling all these together,
9 we have presentations on each individually,
10 and if need be, we will separate out ones in
11 which we have to vote separately.

12 A-19 of 2019; A-36, A-37, A-40,
13 A-44, A-46 -- I'm sorry. E-140, E-144,
14 E-146, E-147, E-148, E-149, E-150, E-151,
15 E-152, E-155, and U-13. These are all
16 Public Works contracts.

17 The A contracts are resolutions
18 authorizing the director of the Nassau
19 County office of purchasing to award and
20 execute contracts between the county and 3M
21 Company, Harry Shine, 3M Company, National
22 Grid Energy Management, LLC, Syosset Truck
23 Sales.

24 No B contracts, sorry. E
25 contracts, resolution authorizing the County

1 Rules Committee/7-15-19

2 Executive to execute a personal services
3 agreement between the county and NV-5 New
4 York Engineers; Jacobs Project Management
5 Company; Spector Group, Liro Program and
6 Construction Management; Lewis A. McClean &
7 Associates; Kashin Associates; M&J
8 Engineering; Jacobs Project Management
9 Company and Excel Reporting, Inc.

10 We need a motion on those.

11 LEGISLATOR ABRAHAMS: So moved.

12 LEGISLATOR SCHAEFER: Second.

13 CHAIRMAN NICOLELLO: Moved by
14 Minority Leader Abrahams, seconded by
15 Legislator Schaefer.

16 MR. ARNOLD: Good afternoon, Ken
17 Arnold, Public Works. A-19 is the 3M
18 Company, a blanket order of supplies, paving
19 marking materials, auto detailing materials
20 and sign materials.

21 CHAIRMAN NICOLELLO: Let's go one
22 at a time. Anyone have any questions with
23 respect to A-19 of 2019?

24 (No verbal response.)

25 MR. ARNOLD: A-36 is a blanket

1 Rules Committee/7-15-19

2 order that supplies the department with
3 gasoline diesel generator maintenance and
4 repair, so at the various county facilities
5 where we have our generator facilities, this
6 vendor does the work to keep them up and
7 running and testing.

8 CHAIRMAN NICOLELLO: Was this
9 issued to the lowest responsible bidder,
10 this contract?

11 MR. ARNOLD: Yes, it was.

12 CHAIRMAN NICOLELLO: Any
13 questions on A-36?

14 LEGISLATOR ABRAHAMS: Ken, real
15 quick. What will the generators be used
16 for?

17 MR. ARNOLD: These are generators
18 that are located at police precincts, the
19 jail, and I believe the data center. All
20 those facilities have backup power and this
21 contract helps repair and maintain those
22 facilities and testing to make sure they're
23 operable when needed.

24 LEGISLATOR ABRAHAMS: We noticed
25 there was a delay between the time of when

1 Rules Committee/7-15-19

2 the bids were due versus the time they were
3 opened roughly about three weeks or so. Any
4 particular reason for the delay?

5 MR. ARNOLD: I would have to ask
6 purchasing to answer that question.

7 MR. BANKS: Deputy Commissioner
8 Evan Banks. There was some delay because
9 vendor forms had to be updated and there
10 were corrections that needed to be
11 corrected.

12 LEGISLATOR ABRAHAMS: I'm sorry,
13 maybe it's my microphone.

14 MR. BANKS: Sure. The disclosure
15 forms had to be corrected and we had to wait
16 a while for them. So there was a little bit
17 of time lack there.

18 LEGISLATOR ABRAHAMS: The
19 disclosure forms provided by the vendor?

20 MR. BANKS: Yes, sir.

21 LEGISLATOR ABRAHAMS: My question
22 was tied to -- the bids were due on the 21st
23 but they were not opened until March 12th.
24 You're saying it's because --

25 MR. BANKS: I see. It was

1 Rules Committee/7-15-19

2 extended by amendment.

3 LEGISLATOR ABRAHAMS: By an
4 amendment?

5 MR. BANKS: Yes.

6 LEGISLATOR ABRAHAMS: I'm curious
7 why it was extended by an amendment.

8 MR. BANKS: In all likelihood it
9 was because there was no bidder
10 participation at the time, so usually what
11 happens is if we have zero or one on the day
12 of the bid opening, we extend for another
13 two weeks to get additional participation.

14 LEGISLATOR ABRAHAMS: Okay,
15 that's fine.

16 CHAIRMAN NICOLELLO: Moving on to
17 the next item, A-37.

18 MR. ARNOLD: A-37 is a purchase
19 req for a tow truck that will be used by the
20 correctional facility. This is part of the
21 capital plan that this body passed a while
22 back to get sheriff vehicles. This truck is
23 being paid through the sheriff's capital
24 project and a little bit out of fleet
25 because there was a shortfall at the time of

1 Rules Committee/7-15-19

2 bidding.

3 CHAIRMAN NICOLELLO: Any
4 questions about A-37?

5 (No verbal response.)

6 Just so the Clerk's Office
7 understands, we are not calling B-13, B-14
8 and B-15.

9 MR. ARNOLD: Presiding Officer,
10 is there any change of untabling
11 Chesterfield which was the Inwood bulkhead
12 project, that was there was an issue with
13 the performance questions?

14 CHAIRMAN NICOLELLO: We will take
15 a look at that but continue on.

16 MR. ARNOLD: I'll continue but I
17 figured I'd bring it up early.

18 So the next item is E-140 which
19 is a contract to retain professional
20 services with NV-5. This is associated with
21 a resurfacing project for the 20/20 capital
22 program. This contract has a utilization
23 plan representing an 8 percent WBE
24 participation in the project.

25 CHAIRMAN NICOLELLO: The maximum

1 Rules Committee/7-15-19

2 amount of this contract is \$318,150; is that
3 correct?

4 MR. ARNOLD: That's correct.

5 CHAIRMAN NICOLELLO: Is that
6 sufficient for these engineering services
7 for this resurfacing phase?

8 MR. ARNOLD: Yes, it is.

9 CHAIRMAN NICOLELLO: It seems
10 like a large project --

11 MR. ARNOLD: This is actually a
12 large number for resurfacing. We typically
13 see resurfacing phases in the 110, 150
14 category. But this contract having other
15 work associated with it, it is a larger
16 project.

17 CHAIRMAN NICOLELLO: Anyone have
18 any other questions on E-140?

19 (No verbal response.)

20 Move on to the next one.

21 MR. ARNOLD: E-144, this is a
22 contract for professional services with
23 Jacobs Project Management. It is a
24 construction management project to oversee
25 the nitrogen project at Bay Park. Their

1 Rules Committee/7-15-19
2 participation goals for MWBE is at 20
3 percent and the contract value is -- sorry,
4 it's not on my summary sheet. I left it
5 off. The 29th month contract, an agreement
6 for \$1.4 million.

7 CHAIRMAN NICOLELLO: It appears
8 that the proposals for the project were open
9 on August 25th, 2017.

10 MR. ARNOLD: Yes.

11 CHAIRMAN NICOLELLO: What has
12 taken so long?

13 MR. ARNOLD: We had to work with
14 the CSEA. They did not want us to do this
15 work with an outside consultant. We were
16 never able to come to a conclusion with
17 them, so we are doing this work moving
18 forward and we expect a grievance which we
19 will be discussing with them in the future,
20 but because it's consent order work, we had
21 to make a move.

22 CHAIRMAN NICOLELLO: Any
23 questions? Legislator Schaefer.

24 LEGISLATOR SCHAEFER: Was Jacobs
25 the company involved previously or still

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2 involved in the family court building?

3 MR. ARNOLD: Jacobs had a
4 different role in the family court project.
5 There is a program manager on family court.
6 Actually they were the program manager for
7 all the building consolidation projects
8 including the family court. The CM for that
9 job is Liro, so it's a different role but
10 it's a similar assistance of the department
11 but a different role.

12 LEGISLATOR SCHAEFER: What were
13 some of the other projects, you were talking
14 about the consolidated projects?

15 MR. ARNOLD: Well, crime lab was
16 part of Jacobs but Jacobs has also done CM
17 work at Bay Park I believe on the sludge
18 dewatering building which has been a
19 successful project. I believe there is
20 another one also that they're working under.

21 LEGISLATOR SCHAEFER: Thank you.

22 CHAIRMAN NICOLELLO: Minority
23 Leader Abrahams.

24 LEGISLATOR ABRAHAMS: Ken, the
25 contract indicates, based on what you just

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2 said, 1.4. However, it also states in the
3 contract that there is going to be a maximum
4 amount of 1.8. Is there a potential that
5 this contract will come back before us for
6 future amendments?

7 MR. ARNOLD: No. The way the
8 contract is worded, I should have said the
9 contract cap is 1.8, the base fee for the
10 work they're going to do is 1.4. The rest
11 of it is contingency in case something needs
12 to be addressed or delayed and that's a
13 department approval of that \$400,000.

14 CHAIRMAN NICOLELLO: Any other
15 questions?

16 (No verbal response.)

17 Let's move on to the next one,
18 E-146.

19 MR. ARNOLD: E-146 is a contract
20 amendment for Spector Group. Spector Group
21 is the design contractor for family court
22 phase two. This amendment is associated
23 with the additional design services that
24 were required to finish the gray space which
25 is the auditorium of the building. We

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2 didn't want the initial proposal was to
3 leave it as an empty unfinished space.

4 We now had the consultant do
5 design services to make it, I'll call it a
6 livable space. So there is sheetrock and
7 HVAC, staircases to reuse that big room into
8 a two story office space.

9 There's conversations to bring
10 the family justice center into that space
11 that's ongoing.

12 CHAIRMAN NICOLELLO: We are going
13 to back up one second. Legislators have
14 questions on the previous one, 144.

15 LEGISLATOR ABRAHAMS: So, Ken, I
16 just want to make sure every one is aware,
17 it is our understanding that the B
18 contracts, 113, 14 and 15 are connected to
19 this contract. I'm not too sure we should
20 have been maybe just tabling all of these
21 items.

22 Is there an affiliation between
23 this contract and B-13 through 15?

24 MR. ARNOLD: E-144 is tied to
25 B-13, yes. The contract won't be awarded

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2 without the construction contract. This
3 will just keep us going in the process which
4 we much appreciate it, not to delay it.

5 LEGISLATOR ABRAHAMS: Is there
6 any harm while answers are delivered on B-13
7 that we table this one and do them both at
8 the same time?

9 MR. ARNOLD: Is there any harm,
10 no.

11 LEGISLATOR ABRAHAMS: Thank you
12 for being honest.

13 MR. ARNOLD: I just like
14 finishing and getting it off my plate.

15 CHAIRMAN NICOLELLO: Under those
16 circumstances, want to make a motion to
17 table?

18 LEGISLATOR ABRAHAMS: Sure.
19 Motion to table Item E-144.

20 CHAIRMAN NICOLELLO: I'll second
21 it. All in favor of tabling E-144 signify
22 by saying aye.

23 (Aye.)

24 Now we go back. Legislator
25 Schaefer had a question.

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2 LEGISLATOR SCHAEFER:

3 Commissioner, you mentioned something about
4 using that space now in the family court
5 building for the family justice center?

6 MR. ARNOLD: Yes.

7 LEGISLATOR SCHAEFER: Where is
8 that currently located?

9 MR. ARNOLD: I believe it's
10 somewhere by the Grumman facility. I'm not
11 sure of the exact address. I don't believe
12 it's the whole facility. They are going to
13 use a part of it. What they use today is
14 bigger than what we are building, but there
15 are certain things that have synergy to be
16 in the family court building.

17 LEGISLATOR SCHAEFER: That makes
18 sense.

19 CHAIRMAN NICOLELLO: Going to
20 court at the supreme court, I see there's
21 some progress being made on the building.

22 MR. ARNOLD: Yes. We are still
23 working with the contractor. There are some
24 delays in some of the panels. We are
25 pushing them along as hard as we can.

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2 Phase two is out to bid. Those
3 bids are due right now August 13th. I
4 expect that to be extended a little bit
5 because with addendums, there's always
6 questions on a project of that size. So I
7 expect that to be coming back to you for
8 bond ordinance, for Phase 2, whether we do
9 in the 2020 plan or just before it, we have
10 to see how the timing works out, but right
11 now the completion of phase one and start of
12 Phase 2 is lined up, works in synergy.

13 CHAIRMAN NICOLELLO: What is the
14 new projected completion date for the family
15 court?

16 MR. ARNOLD: Some time by the end
17 of the year.

18 CHAIRMAN NICOLELLO: This year?

19 MR. ARNOLD: Yes, for Phase 1.

20 CHAIRMAN NICOLELLO: When is the
21 projected for Phase 2?

22 MR. ARNOLD: Phase 2, once we
23 issue the notice to proceed would be an 18
24 month project. Was going to be 24 months.
25 We looked to condense it to 18 months, so

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2 once we issue a notice to proceed which I
3 would hope to be again around the beginning
4 of the year is an 18 month process.

5 CHAIRMAN NICOLELLO: So I guess
6 the most conservative estimate would be some
7 time in early '20-'22 would be the most
8 conservative the building up and running?

9 MR. ARNOLD: Yes.

10 CHAIRMAN NICOLELLO: It's been a
11 while.

12 MR. ARNOLD: Yes, it's been a
13 challenging project.

14 CHAIRMAN NICOLELLO: Any
15 questions?

16 (No verbal response.)

17 Move on to E-147.

18 MR. ARNOLD: E-147 is a
19 professional service for a firm to do
20 servicing Phase 62. Again, this was an
21 NV-5. The proposed fee is \$15,000 and they
22 have an eight percent MWBE participation in
23 the utilization plan. Again, this is for
24 the 2020 construction season.

25 CHAIRMAN NICOLELLO: Any

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2 questions?

3 (No verbal response.)

4 Moving on to E-148.

5 MR. ARNOLD: E-148 is a contract
6 amendment. I'm sorry, it's not a contract.
7 It's the contract for the CM services for
8 Phase 2 of the family mat court. This is a
9 contract with Liro. It's for \$2.9 million.
10 It has a participation of MWBE of 14
11 percent.

12 CHAIRMAN NICOLELLO: They will be
13 providing construction management services
14 for Phase 2?

15 MR. ARNOLD: Yes, they will.

16 CHAIRMAN NICOLELLO: Any
17 questions?

18 (No verbal response.)

19 Next is E-149.

20 MR. ARNOLD: E-149 is the
21 amendment to their existing contract for
22 family mat court, Phase 1. It's set to
23 expire in August. This is not retroactive.
24 It increases their funding by \$250,000.
25 This is due to the delay in the project. We

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2 will be looking at the contractor's
3 responsibility for this delay and their
4 responsibility for the delay in the project
5 closeout.

6 CHAIRMAN NICOLELLO: Do we still
7 have the same general contractor on this
8 project?

9 MR. ARNOLD: Yes, we do.

10 CHAIRMAN NICOLELLO: Is there any
11 thought of trying to recoup any of their
12 costs as a result of the delays?

13 MR. ARNOLD: That's a process
14 that we do go into at the end of the job.
15 We don't do it during the job. We keep
16 track of scheduling and a lot of back and
17 forth each defending our position, but that
18 contract close out, that all gets discussed.

19 CHAIRMAN NICOLELLO: Will the
20 same general contractor be involved in Phase
21 2 as in Phase 1?

22 MR. ARNOLD: I can't say whether
23 he will bid on it or not. I don't know if
24 that's his type of work if you're a fit out.
25 But we always look at contract evaluations

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2 as part of any award in any work.

3 CHAIRMAN NICOLELLO: Any
4 questions?

5 (No verbal response.)

6 150.

7 MR. ARNOLD: E-150 is another
8 professional services for resurfacing Phase
9 66. This is our program for 2020. It is
10 with LKMA. Participation and MWBE of 12.2
11 percent, and the contract is for \$298,000.

12 CHAIRMAN NICOLELLO: Any
13 questions?

14 (No verbal response.)

15 Hearing none, E-151.

16 MR. ARNOLD: E-151 is an on call
17 construction management contract. This body
18 passed a number of contracts a couple of
19 months ago. We had a couple of outliers
20 because of different disclosures and other
21 items we still had to get from the vendors.
22 Kashin is one of them.

23 It is a contract cap, I believe
24 it's \$1.5 million. We have \$250,000
25 encumbered directly in the contract to

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2 assist us in our current program that we
3 have ongoing right now. We will be looking
4 for them to help us with our 2019 program.
5 It's a contract for a 36 month duration.

6 CHAIRMAN NICOLELLO: Any
7 questions on E-151?

8 (No verbal response.)

9 Hearing none, let's move right
10 along to E-152.

11 MR. ARNOLD: E-152 is a similar
12 contract with M&J Engineering for
13 construction management for our civil site
14 work. M&J engineering is a DBE company so
15 they are a minority company hiring directly.
16 They have been doing a lot of work for us on
17 the traffic side and have been doing very
18 good work. Again, it's 36 months, \$1.5
19 million cap. Encumbering \$250,000 up front
20 to cover the program.

21 CHAIRMAN NICOLELLO: Any
22 questions?

23 (No verbal response.)

24 Hearing none, E-155.

25 MR. ARNOLD: E-155 is a contract

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2 amendment for Jacobs Engineering. I did
3 mention this previously, they are on our
4 sludge de-watering project. This is a time
5 extension, no additional money. It's not
6 retroactive, week by week.

7 CHAIRMAN NICOLELLO: Any
8 questions?

9 (No verbal response.)

10 Last one for Public Works is
11 U-13.

12 MR. ARNOLD: U-13 is with Excel
13 Reporting. This is our transcription
14 company for our Planning Commission
15 meetings.

16 CHAIRMAN NICOLELLO: Any
17 questions for U-13?

18 (No verbal response.)

19 Hearing none, other than E-144,
20 which is tabled -- before we go to a vote,
21 any public comment on any of these
22 contracts?

23 (No verbal response.)

24 Hearing none, other than E-144,
25 I'm going to call all of those contracts

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2 that we mentioned for a vote at this time.

3 All in favor signify by saying
4 aye.

5 (Aye.)

6 Those opposed?

7 (No verbal response.)

8 Carries unanimously.

9 I think you are all done, Ken.

10 MR. ARNOLD: Just Chesterfield,
11 if not, can we have that called in August
12 that would be much appreciated.

13 CHAIRMAN NICOLELLO: We will
14 schedule a Rules Committee meeting for the
15 legislative meeting date August 5th. So we
16 will have items that we will consider at
17 that time and we'll bring it up then.

18 MR. ARNOLD: Thanks.

19 CHAIRMAN NICOLELLO: The next
20 batch of contracts are the police contracts.
21 Starting with A-22 of 2019, a resolution
22 authorizing the director of the Nassau
23 County office of purchasing to award and
24 execute a contract between the county -- I'm
25 sorry. Several A contracts for the police.

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2 I'm going to call them altogether and one E
3 contract.

4 The A contracts for the police:
5 A-22, A-43, A-44, and A-46 of 2019. The E
6 contract is 157 of 2019. These contracts
7 are resolutions authorizing the director of
8 the Nassau County office of purchasing to
9 award and execute a contract between the
10 county and Henry Shine, Inc., Robert
11 Director, Inc.; Integraph Corporation d/b/a
12 Hexagon Safety and Infrastructure; Rocco
13 Rescue.

14 The E contract is a resolution
15 authorizing the County Executive to execute
16 an amendment to a personal services
17 agreement between the county and C&R
18 Automotive, Inc.

19 LEGISLATOR KOPEL: So moved.

20 LEGISLATOR DERIGGI-WHITTON:
21 Second.

22 CHAIRMAN NICOLELLO: Moved by
23 Legislator Deputy Presiding Officer Kopel,
24 seconded by Legislator DeRiggi-Whitton.

25 The E contract is 157.

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2 DEPUTY INSPECTOR STEPHANOFF:

3 Good afternoon. Deputy Inspector Greg
4 Stephanoff, Nassau County Police Department
5 and I have bureau director Chris Airy, he's
6 the commanding officer of police emergency
7 ambulance bureau for the first item.

8 Item A-22 is to authorize and
9 award a purchase order for the Nassau County
10 emergency ambulance bureau for CPR automated
11 chest compression devices with Henry Shine,
12 Inc. The price is \$238,373.

13 This is an automative
14 defibrillating device. CPR protocol is
15 where you do constant chest expressions.
16 This offers, once it's set up on the patient
17 will do constant chest compressions until it
18 reaches the hospital.

19 Transporting a patient from the
20 home, you have to stop compressions if you
21 go down the steps, when you put the patient
22 into the ambulance, often you have to stop
23 the compressions. This also provides the
24 perfect one set up, provides the perfect
25 compression which will give the patient the

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2 most benefit.

3 Local ambulances have been using
4 this, local fire departments have been using
5 this with success and this is 100 percent
6 asset forfeiture funded.

7 CHAIRMAN NICOLELLO: How many
8 devices is this?

9 DEPUTY INSPECTOR STEPHANOFF: We
10 are going to buy 30 devices which will
11 outfit the first line ambulances, plus a
12 supervisor will have one, and also will
13 allow one in the academy for training on
14 this when they go through training in the
15 academy.

16 CHAIRMAN NICOLELLO: This is a
17 great improvement, appreciating the fact
18 that you adding this to each of the first
19 line ambulances.

20 MR. AIRY: The practice of
21 emergency medicine is constantly evolving.
22 It's guided by the latest medical research
23 and evidence based medicine. We've seen big
24 changes in the way we treat some of our most
25 critical patients, those are the ones that

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2 suffer some cardiac arrest, cardiac death
3 out of the hospital.

4 So we used to do CPR and we would
5 pause and do some treatments and check for
6 pulses and we would have to stop doing CPR
7 while we are moving the patient down the
8 stairs, et cetera.

9 What we have changed and what the
10 research has shown, if you do high quality
11 uninterrupted chest compressions, that we
12 really maintain the fusion to the brain and
13 what's happening is we are getting a lot of
14 our patients back, minimize interruptions,
15 prevent that brain death, and give our
16 patients the best possible opportunity for
17 outcome.

18 I have been a paramedic for 22
19 year and I have to say, in the past couple
20 of years, when we started changing the way
21 we fundamentally treat these patients, we
22 are getting more patients back than I have
23 ever seen before.

24 Not only that but the patients we
25 get back are surviving with minimal or

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2 lesser neurological brain damage and some of
3 these patients are walking out of the
4 hospital. It's quite remarkable.

5 These machines do constant,
6 uninterrupted, they don't get tired. It's
7 the perfect chest compressions. You can
8 keep them on during transport. You can keep
9 them on while packaging and moving the
10 patient down the stairs.

11 The Department of Health has
12 recognized that these divisions should be a
13 part of most ambulances and indeed these
14 devices are becoming part of the industry's
15 best practice throughout the country.

16 We have trialed these and had
17 good results and we look forward to working
18 with them as it would provide a direct
19 immeasurable enhancement to public safety.
20 It would definitely improve the odds of our
21 police medics delivering via the patients to
22 the emergency department. In fact, several
23 emergency departments use these devices for
24 the ongoing resuscitation in the hospital.

25 CHAIRMAN NICOLELLO: Fantastic.

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2 And thank you for all you do and the members
3 do. Any questions about this

4 LEGISLATOR DERIGGI-WHITTON:

5 That is a side note. I just wanted to
6 mention I have been having CPR classes in my
7 district. People are so thankful for those
8 classes. I think we've had three. I think
9 we should try to get as many people as
10 possible trained. Thank you because you
11 guys offer it.

12 CHAIRMAN NICOLELLO: A-43.

13 DEPUTY INSPECTOR STEPHANOFF:

14 A-43 of '19 is to authorize an award, two
15 purchase orders for boat repairs for the
16 Nassau County Police Department with Robert
17 Director Inc. These are for the marine
18 bureau. These are two 40 foot engine
19 aluminum boats. These are our biggest boats
20 in the fleet this. This is repairs that are
21 needed from normal wear and tear. The boats
22 are 2000 boats. Over the years, the hull,
23 as of now, both boats will take on water if
24 they are put in the water.

25 These repairs are going to strip

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2 the hulls down to the aluminum and put a new
3 corrosive resistant bottom on. This bottom
4 will be copper free, anticorrosive paint
5 which will have little impact on the
6 wildlife and maritime organisms in the water
7 and it will also provide less fuel usage.
8 It will provide a better bottom that will
9 glide in the water easier.

10 These are our main boats that we
11 use. They can go into deep water. They are
12 also good for medical calls because there's
13 a big deck that you are able to work on the
14 patient.

15 The boats they're going to be
16 approximately \$50,000 each to repair. The
17 boats to purchase would probably be -- cost
18 a million dollars each to buy.

19 CHAIRMAN NICOLELLO: That was my
20 question.

21 DEPUTY INSPECTOR STEPHANOFF:
22 Well, we just that 38 foot safe boat a
23 couple of years ago, almost a million
24 dollars, nine hundred and change. These
25 boats, once they are repaired, will give us

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2 many years of service in the future.

3 CHAIRMAN NICOLELLO: You answered
4 my question. Anyone else have any
5 questions?

6 (No verbal response.)

7 We're good. A-44.

8 DEPUTY INSPECTOR STEPHANOFF:
9 A-44 of '19 is to authorize and award a
10 purchase order with Hexagon software
11 licenses and maintenance for additional
12 licenses for Nassau County Police
13 Department. Hexagon Intergraph, this is our
14 CADS software; computer aided dispatch
15 software.

16 This is where the 911 call comes
17 in. The information gets put in the CADS
18 software and goes out to the CB operators to
19 put the calls out. These additional
20 licenses, we had a major software upgrade to
21 enhance the system. This can be gotten on a
22 desk top computer now. We are rolling this
23 out to the detectives so that when they do
24 investigations, they won't have to try to
25 get information. They will have the entire

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2 call and all the information they need at
3 their fingertips.

4 This is in the police cars. The
5 cops can type case reports in their car so
6 this is the need for the additional
7 licenses.

8 I just want to add that the
9 licenses, to buy the license is a one time
10 purchase and we own it and it's just
11 maintenance on the system itself. The total
12 purchase is \$302,100.

13 CHAIRMAN NICOLELLO: Any
14 questions?

15 (No verbal response.)

16 Move on to A-46.

17 DEPUTY INSPECTOR STEPHANOFF: A-46
18 of '19 is to authorize and award a purchase
19 order for rescue equipment, supplies and
20 accessories between the Nassau County Police
21 Department and Roco Rescue Inc.

22 This is for repelling equipment
23 and training. This is for our emergency
24 service unit. They do close quarter and
25 high angle rescue work where they have to

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2 repel.

3 We have to be NFPA, National Fire
4 Protection Agency certified. Every single
5 member has to be certified to patrol.
6 Commonly, in the county, if a window washer
7 has an emergency and he has to be rescued,
8 more common in the county is roofers suffer
9 some kind of illness, whether it be a
10 stroke, heat exhaustion and they have to be
11 rescued from the roof to transport to a
12 hospital.

13 These were used extensively
14 during 911, those are the close quarter or
15 building collapse. The issue will be close
16 quarter rescue and also more common in the
17 county, if a cesspool collapses, that would
18 be a close quarter rescue and they would
19 repel down if someone has to be rescued out
20 of a collapsed cesspool.

21 We just put 17 new members
22 because of retirements and promotions into
23 emergency service that requires this
24 training. The cost of the training is
25 \$162,010 and that's for all the equipment

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2 and the ancillary training to use the
3 equipment.

4 CHAIRMAN NICOLELLO: Any
5 questions?

6 (No verbal response.)

7 Sounds good. The last one we
8 have for the police department is E-157.

9 DEPUTY INSPECTOR STEPHANOFF:
10 E-157 is the extension of an original
11 contract for C&R Towing. This is a one year
12 extension and we are also adding \$75,000.
13 This is a revenue generating contract. They
14 pay for the zones. C&R is also picking up
15 three zones from North Shore Towing. They
16 are dropping out of the towing business.
17 They are focusing more on auto body repair
18 which left three zones open. They are the
19 adjoining zones. They have the necessary
20 trucks that are able to handle the zones and
21 they have the impound space.

22 We impound for road hazards, we
23 impound for evidence. Impounding is a vital
24 tool to the patrol and the detectives also.
25 The \$75,000, there are times where we

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2 impound and hold a car for evidence that we
3 are responsible for towing charges,
4 otherwise we impound and the public will pay
5 to get their car out.

6 CHAIRMAN NICOLELLO: Did this go
7 out to a bid?

8 DEPUTY INSPECTOR STEPHANOFF: This
9 is an existing contract. We are extending
10 it one year. Originally they went out to a
11 formal bid when we set them up originally.

12 CHAIRMAN NICOLELLO: You said
13 they are taking over a new zone?

14 DEPUTY INSPECTOR STEPHANOFF: One
15 of the companies dropped out and it's
16 stipulated in the contract that an adjoining
17 zone can take their zone.

18 After this extension, the entire
19 contract -- all the zones are going to be
20 bid out again and then we will have
21 companies bid on them again. This is just
22 for the last year.

23 CHAIRMAN NICOLELLO: Any
24 questions? That completes the police
25 contracts. Any public comment on these

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2 contracts?

3 (No verbal response.)

4 Hearing none, I will call for a
5 vote on A-22, A-43, A-44, A-46 and E-157.

6 All those in favor signify by
7 saying aye.

8 (Aye.)

9 Those opposed?

10 (No verbal response.)

11 They carry unanimously.

12 DEPUTY INSPECTOR STEPHANOFF:

13 Thank you.

14 CHAIRMAN NICOLELLO: Thank you,
15 Deputy Inspector. The next three contracts
16 are information technology related.

17 They include A-39 of 2019, E-154
18 and E-156. I will read the back up
19 information.

20 A-39 of 2019 is a resolution to
21 authorize the director of the Nassau County
22 office of purchasing to award and execute a
23 contract between the county and Tyler
24 Technology Inc.

25 E-154 and E-156, these are

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2 resolutions authorizing the County Executive
3 to execute personal services agreements
4 between the county and Tyler Technologies,
5 Inc., and Jacobs Project Management Co.

6 LEGISLATOR RHOADS: So moved.

7 LEGISLATOR BYNOE: Second.

8 CHAIRMAN NICOLELLO: Moved by
9 Legislator Rhoads, seconded by Legislator
10 Bynoe. A-39 first?

11 MS. STANTON: Nancy Stanton, IT
12 commissioner. A-39 of 2019, Tyler
13 Technologies, this is an annual maintenance
14 renewal for the Adapt System for a period
15 covering January 2019 through December 2019.

16 The annual impact is \$581,730.
17 This is a sole source agreement. Software
18 is used by assessment, ARC, county attorney,
19 and the treasurer's office. It covers
20 patches, version upgrades, and support for
21 issues.

22 CHAIRMAN NICOLELLO: How come
23 it's late. It's January 1st.

24 MS. STANTON: It's a problem
25 because it ends at the end of the year and

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2 we can only put it in after the budget is
3 approved but by the time we got it down it
4 was early March and then the vendor had
5 problems filling out the paperwork. So here
6 we are. But yes we are trying to get better
7 at that.

8 CHAIRMAN NICOLELLO: I'm not
9 sure I understood your explanation.

10 MS. STANTON: We can't submit
11 this until January once the budget is
12 approved. And by the time we got to it this
13 year, it was late February early March. And
14 went to the purchasing department where they
15 get the documents filled out and the vendor
16 had a problem filling out the documents. We
17 are trying to get better at that.

18 CHAIRMAN NICOLELLO: Is it
19 possible to submit the documents to the
20 vendor before the budget is approved?

21 MS. STANTON: Yes, we have to do
22 that.

23 CHAIRMAN NICOLELLO: Since we are
24 in July now probably have to start the
25 process for 2020 relatively soon.

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2 MS. STANTON: I already called
3 them.

4 CHAIRMAN NICOLELLO: Any other
5 questions?

6 (No verbal response.)

7 MS. NEILAND: Good afternoon.
8 Donna Neiland, Information Technology
9 project manager. E-154, this Tyler
10 Technology contract is for a new CAD system,
11 computer aided dispatch system for the
12 Nassau County Fire Commission. This will
13 replace the existing 35 year old antiquated
14 main frame system installed in 1984.

15 The contract is for a three year
16 term funded by capital project 52032. The
17 initial software and implementation cost is
18 \$700,000.

19 There will be an annual
20 maintenance cost of \$1,500 for the first
21 year and approximately \$97,000 for years two
22 through five.

23 The total contract for Tyler is
24 \$1,090,000. The estimated amount for the
25 project is \$1.2 million which includes the

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2 purchase of additional hardware needed to
3 support the system. The software was
4 procured through an RFP and the award was
5 determined by a selection committee by
6 representatives from the fire commission and
7 information technology.

8 CHAIRMAN NICOLELLO: This
9 replaces a 1954 system?

10 MS. NEILAND: 1984.

11 CHAIRMAN NICOLELLO: Still, '84
12 is a while ago. I'm sure that the fire
13 services were advocating for this to be
14 upgraded, correct?

15 MR. PRISCILLA: My name is
16 Timothy Priscilla, I'm assistant chief fire
17 marshal for the fire rescue services and
18 commanding officer at the fire
19 communications bureau.

20 The system that we are presently
21 using was upgraded throughout the years but
22 presently it's become antiquated.

23 The new system will be able to
24 enhance response, handle multiple alarms at
25 times and it's also GIS based so we can use

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2 geographic information system in the county,
3 we'll be able to add more hazardous material
4 information, any invalid information to
5 specific addresses to enhance the fire
6 department's response to those addresses.

7 CHAIRMAN NICOLELLO: Thank you.
8 Any questions? Minority Leader Abrahams.

9 LEGISLATOR ABRAHAMS: Thank you,
10 Presiding Officer. As we are looking
11 through the contract, it says that the
12 initial term is for three years with an
13 option to renew for an additional two years
14 in exhibit C of the contract, but Exhibit-C
15 of the contract states that the initial term
16 commences at Go Live or 15 months after the
17 date the agreement was executed by the
18 county whichever comes first and remains in
19 effect for five years. Exhibit-C also
20 states that the term will automatically
21 renew one additional year unless terminated
22 in writing by either party. It's a little
23 jumbled.

24 I want to make sure I understand.
25 According to IT, the commencement date for

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2 the contract is when?

3 MS. NEILAND: The contract -- we
4 will start the project when the contract is
5 approved but the Go Live is when they have
6 all the functionality completed and
7 absolutely start using the system.

8 The reason we put that in there
9 is because maintenance doesn't start until
10 we actually go live with the system.

11 We had a lot of discussions back
12 and forth. They wanted us to start paying
13 maintenance when the contract was initiated
14 and we did not want to do that. So we put a
15 lot of wording in there to have the payments
16 for maintenance after they actually went
17 live.

18 This is actually going to be a
19 two year project so we didn't want to have
20 to pay for maintenance and services for
21 something that we weren't using yet.

22 LEGISLATOR ABRAHAMS: So it's a
23 two project and the maximum term for the
24 project is how long?

25 MS. STANTON: Three years with a

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2 two year renewal. We are hoping to have the
3 project done within the first three years.
4 But, if not, we have the extra two years.

5 LEGISLATOR ABRAHAMS: So Exhibit
6 C can actually impact the maximum term of
7 the contract, in essence, can it? Say, for
8 example, if the term commences Go Live, that
9 doesn't happen until a period of time after
10 this contract is actually approved by the
11 Legislature.

12 I'm trying to make sure I
13 understand how Exhibit-C impacts this entire
14 contract. Is this customary when you draft
15 a contract this way? I'm just curious. Is
16 this a customary practice to draft a
17 contract this way?

18 MS. STANTON: I think they put
19 this in as a safeguard so we wouldn't have
20 to pay for maintenance prior to Go Live.
21 That happens. Sometimes there are delays
22 and we didn't want to incur any costs so we
23 have been looking at ways to improve those
24 kinds of things.

25 LEGISLATOR ABRAHAMS: I

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2 appreciate that. I'm just curious on why --
3 but doesn't Exhibit-C impact the term of the
4 contract then?

5 Technically if you're not going
6 Live for, I don't know, six months or nine
7 months down the road, then, in essence, the
8 contract begins at that point?

9 MS. STANTON: Correct. The
10 maintenance starts at that point.

11 MS. NEILAND: The contract starts
12 when it's approved. We have to purchase the
13 software, we have to get the licences, we
14 have work on the project.

15 MS. STANTON: But we don't want
16 maintenance to kick in until we're live.

17 LEGISLATOR ABRAHAMS: So there is
18 a maintenance contract and then there is
19 also the actual -- what did you call it,
20 hardware software?

21 MS. NEILAND: It's not a separate
22 contract for maintenance. It's built in --

23 LEGISLATOR ABRAHAMS: That's what
24 I'm saying, it's a maintenance component and
25 what was the other component?

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2 MS. STANTON: The implementation,
3 and that includes the licenses, the software
4 purchase.

5 LEGISLATOR ABRAHAMS: And the
6 department didn't see the benefit of maybe
7 breaking those two things out?

8 MS. NEILAND: They are broken
9 out.

10 LEGISLATOR ABRAHAMS: No, no. I
11 mean broken out with two separate contracts.

12 MS. NEILAND: It's the same
13 vendor.

14 LEGISLATOR ABRAHAMS: We have
15 contracts with the same vendor for those
16 particular thing, it doesn't matter.

17 MS. STANTON: It's been customary
18 to include it as one contract. The
19 implementation and the maintenance of one
20 contract.

21 LEGISLATOR ABRAHAMS: I see.

22 MS. NEILAND: You really want to
23 know what your maintenance and support cost
24 and their role is in doing that when you
25 negotiate the contract up front.

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2 If you're negotiating them
3 separately, you really have no control over
4 having a unified project and a clear picture
5 of what's going to happen over the next five
6 years.

7 MR. CLEARY: I'm sorry. I'm
8 going to interject. Robert Cleary, chief
9 procurement officer. I didn't review the
10 settlement of this particular contract, but
11 just as a general rule, since you were
12 asking if this is typical, for custom built
13 structures, whether it's a custom built
14 vehicle or custom built IT program or
15 something like that, it's not uncommon to
16 have an initial build out and then separate
17 but also in the same solicitation a
18 maintenance period that initiates upon the
19 fifth or final inspection or acceptance of
20 the goods whether it's a good being the IT
21 system or a good being a vehicle.

22 So this is something very common
23 in certain industries. So that's not
24 inherently a problem. Also, a custom
25 vehicle or custom system in this case, you

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2 wouldn't go to another vendor to maintain
3 it, you would want that initial maintenance
4 to be by the vendor that built it.

5 LEGISLATOR ABRAHAMS: I'm not
6 implying another vendor, two separate
7 contracts.

8 MR. CLEARY: It wouldn't make
9 much sense to do a separate contract.

10 LEGISLATOR ABRAHAMS: I got you.
11 I understand.

12 CHAIRMAN NICOLELLO: Any other
13 questions?

14 (No verbal response.)

15 E-156. Quest Computer Products,
16 LLC.

17 MS. STANTON: Nancy Stanton, IT.
18 Quest Computer Products. This is a new
19 contract replacing an existing contract.
20 This is for TPVA, Dave Rich. The contract
21 is for \$872,000. This is a one time charge,
22 maintenance would be \$24,000 annually and
23 it's a five year term, a capital
24 expenditure.

25 CHAIRMAN NICOLELLO: Let me ask

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2 this, does it make sense to call E-158-2019
3 at the same time?

4 MR. RICH: I would like to but
5 they're two separate entities; one is LLC
6 and the other one is inc. So they're
7 actually two different contracts with two
8 different services.

9 CHAIRMAN NICOLELLO: After she's
10 done we will go to the second one. Any
11 questions about E-156-2019?

12 (No verbal response.)

13 Hearing none, is there any public
14 comment on these three?

15 (No verbal response.)

16 I'm going to call for a vote on
17 A-39, E-154, E-156 of 2019, all those in
18 favor signify by saying aye.

19 (Aye.)

20 Those opposed?

21 (No verbal response.)

22 They carry unanimously.

23 Dave, since you're here we're
24 going to call the other TPVA contract.
25 E-158 of 2019, a resolution authorizing the

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2 County Executive to execute an amendment to
3 a personal services agreement between the
4 county and Quest Computer Products Inc.

5 LEGISLATOR ABRAHAMS: So moved.

6 LEGISLATOR BYNOE: Second.

7 CHAIRMAN NICOLELLO: Moved by
8 Minority Leader Abrahams and seconded by
9 Legislator Bynoe.

10 MR. RICH: David Rich, Executive
11 Director of Nassau County Traffic and
12 Parking Violations Agency.

13 This is an amendment for
14 enhancements for a system we had installed
15 since 1995. The enhancements would be if
16 that are state mandates or county mandates
17 where we have to change current policy or
18 procedures as well as the enhancements that
19 the agency itself find that it would make
20 the performance more efficient.

21 CHAIRMAN NICOLELLO: Any
22 questions?

23 (No verbal response.)

24 Is there any public comment?

25 (No verbal response.)

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2 All those in favor signify by
3 saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Carries unanimously.

8 The next two contracts relate to
9 the District Attorney's Office; E-141 of
10 2019 and U-11 of 2019. I will just read
11 those in.

12 E-141 is a resolution authorizing
13 the County Executive to execute an amendment
14 to a personal services agreement between the
15 county and Adelphi University Institute for
16 parenting.

17 U-11 is a resolution authorizing
18 the County Executive to execute a personal
19 services agreement between the county and
20 Basha Systems, LLC.

21 LEGISLATOR SCHAEFER: So moved.

22 LEGISLATOR RHOADS: Second.

23 CHAIRMAN NICOLELLO: Moved by
24 Legislator Schaefer, seconded by Legislator
25 Rhoads.

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2 MR. MCMANUS: Bob McManus,
3 District Attorney's Office. The first item
4 is an extension of an existing agreement
5 with Adelphi's University institute for
6 parenting.

7 The goal of this contract is to
8 prevent intergenerational involvement in the
9 criminal justice system by advancing the
10 Close to the Crib Initiative which seeks to
11 provide services and reduces the effects of
12 toxic stress for children whose parents or
13 guardians who have been incarcerated.

14 The late submission of this
15 agreement is due to Adelphi University's
16 delay in submitting the required disclosure
17 forms to the county.

18 The key issue was the requirement
19 that all principals, both executive and
20 board officers submit principal
21 questionnaire forms through the Nassau
22 County vendor portals.

23 We have correspondence from
24 Adelphi from late last year and early this
25 year stating that several of the principals

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2 had still not completed certified and
3 uploaded their principal questionnaire forms
4 on the vendor portal.

5 Apparently there were other
6 county contracts with Adelphi held up in the
7 system for the same reason.

8 Our observation was that this was
9 due to confusion poor internal communication
10 on the part of the various principals at
11 Adelphi, rather than any disregard for
12 Nassau County's contract approval process.

13 Since the vendor has been made
14 familiar with the vendor portal, there is no
15 reason to expect delays in the future.

16 This item is 100 percent funded
17 by asset forfeiture proceeds.

18 CHAIRMAN NICOLELLO: Any
19 questions on E-141?

20 (No verbal response.)

21 You can go to U-11.

22 MR. MCMANUS: Basha Systems, LLC
23 and the District Attorney's Office have had
24 a productive working relationship since
25 2004.

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2 Then original objective was to
3 convert the then current office vision
4 system of prosecutorial templates and
5 databases into a more affordable and
6 maintainable system that used document
7 assembly software templates to create
8 standard Microsoft Word documents and at the
9 same time integrate the complex statute's
10 database that was being used to pre-populate
11 the prosecutorial documents.

12 Basha built a unique customized
13 system that utilized a combination of Hot
14 Docs, Microsoft Word and a Microsoft access
15 database.

16 This access database contains all
17 of Nassau County statutes and is updated on
18 demand on a regular basis. Basha has not
19 only maintained the system, but works also
20 to maintain compatibility requirements.

21 CHAIRMAN NICOLELLO: Thank you.
22 Any questions on these items?

23 (No verbal response.)

24 Is there any public comment?

25 (No verbal response.)

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2 All those in favor signify by
3 saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Those two, E-141 and U-11 pass
8 unanimously.

9 MR. MCMANUS: Thank you.

10 CHAIRMAN NICOLELLO: The next
11 four contracts are from the County
12 Attorney's Office, E-142, E-143, E-145, and
13 U-12 of 2019.

14 The contracts are for E-142,
15 E-143, E-145, U-12, they are resolutions
16 authorizing the County Executive to execute
17 amendments to a personal service agreement
18 between the County of Nassau and Campanelli
19 & Associates PC, as well as resolutions
20 authorizing the County Executive to execute
21 a personal services agreement between the
22 county and Rosenberg Caliker & Bernie as
23 well as Vecchione, Vecchione Connors &
24 Canoe.

25 Lastly, we are going to hold U-12

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2 right now. So we have 142, 143, and 145.

3 LEGISLATOR DERIGGI-WHITTON: So
4 moved.

5 LEGISLATOR ABRAHAMS: Second.

6 CHAIRMAN NICOLELLO: Moved by
7 Legislator DeRiggi-Whitton, seconded by
8 Minority Leader Abrahams.

9 MR. LIBERT: Brian Libert from
10 the County Attorney's Office. Are we
11 calling these all at the same time, did you
12 want me to go in order?

13 CHAIRMAN NICOLELLO: Sure.

14 MR. LIBERT: With regard to
15 E-142-19, that would be the resolution with
16 regard to the contract with Mr. Campanelli
17 and Associates. That is a contract relative
18 to the county's vehicle forfeiture program.
19 Mr. Campanelli essentially administers the
20 program, in assistance with the county, and
21 this is -- there's no negative revenue. In
22 other words, this is a positive revenue
23 contract. Mr. Campanelli runs it for the
24 county and sends the proceeds back to us
25 through the police department.

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2 CHAIRMAN NICOLELLO: Any
3 questions on E-142?

4 (No verbal response.)

5 Move on.

6 MR. LIBERT: So the next contract
7 would be E-143 with the Rosenberg Caliker
8 Bernie. This would be for legal services
9 relative to the lawsuit prior to this year
10 which I believe you are all familiar with.

11 CHAIRMAN NICOLELLO: Any
12 questions on this?

13 (No verbal response.)

14 Move on to E-145

15 MR. LIBERT: E-145 is a contract
16 with and Vecchione Vecchione Connors and
17 Canoe. This is a relative to the county's
18 worker's comp program. This is a flat fee
19 arrangement. It is not the county's
20 standard arrangement. This is a contract
21 that's been in place for quite a while and
22 we're really just looking to continue it at
23 this stage.

24 CHAIRMAN NICOLELLO:
25 Mr. Vecchione's law firm handles a heavy

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2 workload of worker's comp cases for the
3 county?

4 MR. LIBERT: That is correct.

5 CHAIRMAN NICOLELLO: Any
6 questions?

7 (No verbal response.)

8 Let the record reflect that
9 Legislator Rhoads is recusing himself, there
10 will be no participation in the debate or
11 discussion and left the room and will not be
12 voting on this contract.

13 Any questions on E-145, these
14 three contracts?

15 (No verbal response.)

16 Is there any public comment?

17 (No verbal response.)

18 Hearing none, all those in favor
19 of E-142, E-143 and E-145 of 2019 signify by
20 saying aye.

21 (Aye.)

22 Those opposed?

23 (No verbal response.)

24 Carries unanimously.

25 MR. LIBERT: Did you want me to

1 Rules Committee/7-15-19

2 stay for the other U?

3 CHAIRMAN NICOLELLO: Yes. We
4 will do that right now. And Legislator
5 Bynoe is recusing herself on U-12 and will
6 not participate in any debate or discussion
7 and has left the room and will not be voting
8 on this item.

9 U-12 is a resolution authorizing
10 the County Executive to execute a personal
11 services agreement between the County and
12 Berkman Henoah Peddy & Fenchel.

13 LEGISLATOR SCHAEFER: So moved.

14 LEGISLATOR KOPEL: Second.

15 CHAIRMAN NICOLELLO: Moved by
16 Legislator Schaefer, seconded by Deputy
17 Presiding Officer Kopel.

18 MR. LIBERT: Brian Libert, County
19 Attorney's Office again. This is a contract
20 relative to the lawsuit that was previously
21 described. This is for Berkman Henoah, and
22 I believe they represented the clerk of the
23 legislature. And just to mention for the
24 record, there was a conflict in this case
25 which required all of the various firms.

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2 CHAIRMAN NICOLELLO: Correct.

3 Any questions?

4 (No verbal response.)

5 Is there any public comment?

6 (No verbal response.)

7 All those in favor signify by
8 saying aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 Carries unanimously.

13 MR. LIBERT: Thank you. Have a
14 great day.

15 CHAIRMAN NICOLELLO: We have
16 three contracts from the Department of Parks
17 beginning with E-153, U-14 and U-15. They
18 are resolutions authorizing the County
19 Executive to execute an amendment to a
20 personal services agreement between the
21 county and Super Sounds Entertainment d/b/a
22 Brilliance Events Productions and
23 resolutions authorizing the County Executive
24 to execute a personal services agreement
25 between the County and Atlantic Wind

1 Rules Committee/7-15-19

2 Symphony as well as Susan Maxwell.

3 LEGISLATOR BYNOE: So moved.

4 LEGISLATOR DERIGGI-WHITTON:

5 Second.

6 CHAIRMAN NICOLELLO: Moved by
7 Legislator Bynoe, seconded by Legislator
8 DeRiggi-Whitton.

9 MS. KRIEB: Eileen Krieb,
10 Department of Parks.

11 E-153-19 is for Super Sounds
12 Production Lighting. It's an amendment to
13 an existing service contract to exercise two
14 one year options that's funded through hotel
15 motel supplement, necessary services at
16 Lakeside Theater for the summer.

17 CHAIRMAN NICOLELLO: Are they
18 already providing those services?

19 MS. KRIEB: They haven't provided
20 services yet this year.

21 CHAIRMAN NICOLELLO: All right.
22 Any questions?

23 (No verbal response.)

24 U-14.

25 MS. KRIEB: U-14-19 is a personal

1 Rules Committee/7-15-19
2 services contract with the Atlantic Wind
3 Symphony. It's a civil war era brass band.
4 It's rather unique to its service. It does
5 concerts as Old Bethpage Village during
6 special events such as the Long Island Fair.
7 It's for \$24,840 for one year and funded
8 through hotel motel.

9 CHAIRMAN NICOLELLO: That's
10 multiple performances I take it?

11 MS. KRIEB: Yes, many.

12 CHAIRMAN NICOLELLO: U-15 is the
13 next one.

14 MS. KRIEB: U-15-19 is with Susan
15 Maxwell. She's a consultant that we retain
16 services for the games of the physically
17 challenged. The games had taken place at
18 the end of May and there were some
19 complications with her application and
20 principal forms, disclosure, et cetera,
21 which delayed her contract coming before
22 you. It's for \$22,000 and hotel motel was
23 the funding source.

24 CHAIRMAN NICOLELLO: Has she
25 provided services for the county in the

1 Rules Committee/7-15-19

2 past?

3 MS. KRIEB: Yes, she joined the
4 county ever since we adopted the games she's
5 been with us. She also worked in the state
6 prior to this so we gained her knowledge
7 coming forward.

8 CHAIRMAN NICOLELLO: I'm not sure
9 why there would be delays with the
10 disclosures if she is an individual.
11 Disclosures are not that complicated. Can
12 you tell me in general what the problem was?

13 MS. KRIEB: It seemed like it was
14 back and forth with the documents and it was
15 confusing. It was a new service for us
16 internally as well as for her so she was
17 early in the beginning of this whole new
18 process and I think some of it was our
19 learning curve as well as hers.

20 CHAIRMAN NICOLELLO: Anyone else
21 have any questions?

22 (No verbal response.)

23 Is there any public comment?

24 (No verbal response.)

25 Hearing none, I will call

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2 153-2019, U-14 and U-15 of 2019. All those
3 in favor signify by saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Those three carry unanimously.

8 The last contract we are going to
9 consider today is E-160. Minority Leader
10 Abrahams will be leaving the chambers and
11 will not participate in the debate or
12 discussion and will not be voting on this.
13 Just so the Clerk's Office is aware, we are
14 not calling E-159 today.

15 Let me actually read it and get a
16 motion and a Second. E-160, a resolution
17 authorizing the County Executive to execute
18 a personal services agreement between the
19 County and Nassau Healthcare Corporation.

20 LEGISLATOR BYNOE: So moved.

21 LEGISLATOR RHOADS: Second.

22 CHAIRMAN NICOLELLO: Moved by
23 Legislator Bynoe, seconded by Legislator
24 Rhoads.

25 MR. GOLIO: Captain Michael

1 Rules Committee/7-15-19

2 Golio. This is an amendment to the current
3 contract for the provision of inmate health
4 services at the correctional center. It's
5 an extension for a six month period to
6 provide every one the opportunity to
7 negotiate a longer term contract with the
8 preferred vendor with Nassau Health Care
9 Corporation.

10 CHAIRMAN NICOLELLO: Is the
11 arrangement working out satisfactorily
12 currently?

13 MR. GOLIO: It is. We have been
14 meeting regularly with the hospital
15 personnel both at the hospital and jail
16 facility itself. A lot of communication and
17 things are moving well at this point.

18 CHAIRMAN NICOLELLO: Any
19 questions? Legislator DeRiggi-Whitton.

20 LEGISLATOR DERIGGI-WHITTON: Hi.
21 Can you just explain how it's being amended,
22 this contract?

23 MR. GOLIO: It's being extended
24 for a six-month period.

25 LEGISLATOR DERIGGI-WHITTON: Is

1 Rules Committee/7-15-19

2 it being amended as well?

3 MR. GOLIO: There is an amendment
4 regarding the payment provisions as to
5 whether or not the county is the payer of
6 last resort. So the county will go from the
7 payer of first resort to the payer of last
8 resort.

9 LEGISLATOR DERIGGI-WHITTON: Have
10 you done any type of analysis as to how much
11 you expect to possibly receive from Medicare
12 or Medicaid?

13 MR. GOLIO: So I know that
14 included in the packet is an estimate of a
15 million dollars. There's a question of the
16 look back period with the state. We're
17 negotiating with them and discussing this
18 with them in conjunction with the department
19 of social services and the people from the
20 hospital.

21 LEGISLATOR DERIGGI-WHITTON: I
22 think that's a good thing. Thank you.

23 CHAIRMAN NICOLELLO: Any other
24 questions?

25 (No verbal response.)

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2 Is there any public comment?

3 (No verbal response.)

4 All those in favor signify by
5 saying aye. Before we have that vote,
6 Legislator Bynoe.

7 LEGISLATOR BYNOE: Good
8 afternoon, captain. So, I know that this is
9 an extension because obviously we are trying
10 to work our way through a more formalized
11 contract.

12 So, where do we stand at this
13 point with the negotiations? Does it look
14 like we will be able to close the loop on
15 this by the way of the six month extension?

16 CHAIRMAN NICOLELLO: I would say
17 that the negotiations are ongoing. The
18 Medicaid payment provision was a big item
19 for us to get which we were looking to
20 accomplish here. It's hopeful that we will
21 be able to complete everything that we need
22 to do within the six-month period. That's
23 our hope.

24 LEGISLATOR BYNOE: For clarity,
25 NUMC, they are going to be the ones

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2 interfacing with the third party payers in
3 an attempt to allow for Nassau County not to
4 be the first -- be in first position for
5 payment, correct?

6 MR. GOLIO: There are a number of
7 portions or actions regarding that. The
8 hospital would have to bill Medicaid but we
9 would also have to make sure that eligible
10 people were enrolled in Medicaid if they
11 came in and weren't enrolled.

12 So that's the responsibility
13 being shared between the hospital, social
14 services and the jail working together to
15 try to accomplish that.

16 LEGISLATOR BYNOE: A process has
17 already been put into place?

18 MR. GOLIO: It has.

19 LEGISLATOR BYNOE: Thank you very
20 much.

21 CHAIRMAN NICOLELLO: Any other
22 questions?

23 (No verbal response.)

24 Is there any public comment?

25 (No verbal response.)

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2 All those in favor signify by
3 saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Carries unanimously.

8 I will put the Rules Committee
9 into recess. We will be back later. Next
10 is Public Safety.

11 (Whereupon, the Rules Committee
12 recessed at 3:13 p.m. and reconvened at 5:22
13 p.m.)

14 CHAIRMAN NICOLELLO: I'm going to
15 call the Rules Committee back out of recess.
16 First thing we're going to do is take a
17 motion to suspend the rules.

18 LEGISLATOR DERIGGI-WHITTON: So
19 moved.

20 LEGISLATOR SCHAEFER: Second.

21 CHAIRMAN NICOLELLO: Moved by
22 Legislator DeRiggi-Whitton, seconded by
23 Legislator Schaefer.

24 All in favor of suspending the
25 rules signify by saying aye.

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2 (Aye.)

3 Those opposed?

4 (No verbal response.)

5 Rules are suspended.

6 I'm going to call the consent
7 items at this point. These are all items
8 that went through other committees and the
9 minority and majority agree they do not need
10 further debate or discussion at this time.

11 Starting with 216-2019, 221, 226,
12 227, 228, 229, 230, 231, 232, 233, 234, 235,
13 236, 237, 238, 238, 239, 240, 241, 242, 243,
14 244, 245, 246. That's it for the regular
15 calendar.

16 And on the addendum; 261, 263,
17 264, 265, 266, 267, 269, 270, 271, 272, 273.
18 And 262. Include 262 in the consent items.

19 Need a motion.

20 LEGISLATOR KOPEL: So moved.

21 LEGISLATOR ABRAHAMS: Second.

22 CHAIRMAN NICOLELLO: Moved by
23 Deputy Presiding Officer Kopel, seconded by
24 Minority Leader Abrahams.

25 Any debate or discussion?

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2 (No verbal response.)

3 Is there any public comment?

4 (No verbal response.)

5 All those in favor signify by

6 saying aye.

7 (Aye.)

8 Those opposed?

9 (No verbal response.)

10 Those items carry unanimously.

11 Going back to the ones we have to

12 call. 211 of 2019, a resolution setting

13 forth the officers and employees deemed to

14 hold policy making positions or filing 2019,

15 fiscal year 2018 and who will be required to

16 file annual statements of financial

17 disclosure.

18 LEGISLATOR BYNOE: So moved.

19 LEGISLATOR DERIGGI-WHITTON:

20 Second.

21 CHAIRMAN NICOLELLO: Moved by

22 Legislator Bynoe, seconded by Legislator

23 DeRiggi-Whitton.

24 MR. VEVANTE: Nick Vevante,

25 Deputy County Attorney, secretary of Board

1 Rules Committee/7-15-19
2 of Ethics.

3 This is a list of the board of
4 ethics policymakers as determined by the
5 board. This list is required to be filed by
6 administrative code and this year approval.

7 CHAIRMAN NICOLELLO: Any
8 questions?

9 (No verbal response.)

10 Is there any public comment?

11 (No verbal response.)

12 All those in favor signify by
13 saying aye.

14 (Aye.)

15 Those opposed?

16 (No verbal response.)

17 Carries unanimously.

18 I'm going to call three together;
19 223, 224 and 225. These are resolutions
20 authorizing the County Executive to execute
21 intermunicipal agreements with Wantagh
22 school district, Albertson Fire Department
23 and the city of Glen Cove.

24 LEGISLATOR DERIGGI-WHITTON: So
25 moved.

1 Rules Committee/7-15-19

2 LEGISLATOR RHOADS: Second.

3 CHAIRMAN NICOLELLO: Moved by
4 Legislator DeRiggi-Whitton, seconded by
5 Legislator Rhoads.

6 Do we have any further questions
7 on this item?

8 (No verbal response.)

9 Is there any public comment?

10 (No verbal response.)

11 All those in favor signify by
12 saying aye.

13 (Aye.)

14 Those opposed?

15 (No verbal response.)

16 They carry unanimously.

17 247 of 2019, a resolution
18 confirming the County Executive's
19 appointment of Wazma Hassan to the
20 Asian-American Advisory Counsel.

21 LEGISLATOR DERIGGI-WHITTON: So
22 moved.

23 LEGISLATOR ABRAHAMS: Second.

24 CHAIRMAN NICOLELLO: Moved by
25 Legislator DeRiggi-Whitton, seconded by

1 Rules Committee/7-15-19

2 Minority Leader Abrahams.

3 Do we have any debate or
4 discussion on this item?

5 (No verbal response.)

6 Is there any public comment?

7 (No verbal response.)

8 All those in favor signify by
9 saying aye.

10 (Aye.)

11 Those opposed?

12 (No verbal response.)

13 Carries unanimously.

14 248 is a resolution confirming
15 the County Executive's appointment of
16 Francis X. Murray of the Nassau County
17 Vocational Education Extension Board.

18 LEGISLATOR RHOADS: So moved.

19 LEGISLATOR SCHAEFER: Second.

20 CHAIRMAN NICOLELLO: Moved by
21 Legislator Rhoads, seconded by Legislator
22 Schaefer.

23 Any debate or discussion?

24 (No verbal response.)

25 Is there any public comment?

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2 (No verbal response.)

3 All those in favor signify by
4 saying aye.

5 (Aye.)

6 Those opposed?

7 (No verbal response.)

8 Carries unanimously.

9 The next items are on the first
10 addendum. We have a bunch of intermunicipal
11 agreements. I will call them all together.
12 With the consent of the minority, I'm not
13 going to read them.

14 Items 249, 250, 251, 252, 253,
15 254, 255, 256, 257, 258, 259, 260.

16 LEGISLATOR BYNOE: So moved.

17 LEGISLATOR SCHAEFER: Second.

18 CHAIRMAN NICOLELLO: Moved by
19 Legislator Bynoe, seconded by Legislator
20 Schaefer.

21 Any debate or discussion?

22 (No verbal response.)

23 Hearing none, is there any public
24 comment?

25 (No verbal response.)

1 Rules Committee/7-15-19

2 All those in favor signify by
3 saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 They all carry unanimously.

8 The last item is on Addendum
9 Number 2, a local law requiring contractors
10 to submit up to date disclosure documents.

11 LEGISLATOR BYNOE: So moved.

12 LEGISLATOR RHOADS: Second.

13 CHAIRMAN NICOLELLO: Moved by
14 Legislator Bynoe, seconded by Legislator
15 Rhoads. Do you want to say a few words?

16 LEGISLATOR BYNOE: Thank you,
17 Presiding Officer. This bill is aimed at
18 closing a loophole to which vendors have an
19 opportunity to submit a disclosure for one
20 contract and have it be a part of a second
21 contract as long as it's within a six-month
22 period.

23 This item would allow for the
24 county to receive a formalized document that
25 would certify that there were no material

1 Rules Committee/7-15-19

2 changes during that period of time in so
3 much not requiring the full disclosure but
4 at least some acknowledgment that there have
5 not been any material changes. Thank you.

6 CHAIRMAN NICOLELLO: Any other
7 debate or discussion on the bill?

8 (No verbal response.)

9 The majority, we support this
10 amendment to close that loophole and to
11 ensure that all disclosures are up to date
12 when we see these contracts.

13 Any other discussion?

14 (No verbal response.)

15 Is there any public comment?

16 (No verbal response.)

17 All those in favor signify by
18 saying aye.

19 (Aye.)

20 Those opposed?

21 (No verbal response.)

22 Carries unanimously.

23 We need a motion to adjourn.

24 Actually, instead of adjourning we will
25 recess.

1 Rules Committee/7-15-19
2 (Whereupon, the Rules Committee
3 recessed at 5:20 p.m.)
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C E R T I F I C A T E

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

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

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

IN WITNESS WHEREOF, I have hereunto set
my hand this 31 day of July, 2019.

FRANK GRAY