



Certified: --

E-85-22

Filed with the Clerk of the Nassau County
Legislature on July 11, 2022 2:50pm

NIFS ID: CQPK22000006

Capital:

Contract ID #: CQPK22000006

NIFS Entry Date: 04/21/2022

Department: Parks

Service: Veterinarian services

Term: from 01/01/2022 to 12/31/2023

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Camilo B. Sierra, D.V.M.	ID#: 061760728
Main Address: 29 Bob-O-Link Lane Northport, NY 11768	
Main Contact: Camilo Sierra	
Main Phone: (631) 835-9710	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: The services to be provided by the Contractor under this contract shall consist of equine veterinarian services for farm animals at OBVR. The services shall include, but not limited to: diagnostic exams, emergency medical care, emergency surgery, all required medications and vaccinations, all required medical testing, including, but not limited to, x-rays and sonograms; farm/barn calls for both emergencies and routine care, and other related services to promote the health and well-being of the animals
Method of Procurement: The County cannot provide these specialized veterinarian services. Multiple RFP's were issued with no responses. After an outreach effort, Dr. Sierra expressed interest in provided these services.
Procurement History: The County cannot provide these specialized veterinarian services. Multiple RFP's were issued with no responses. After an outreach effort, Dr. Sierra expressed interest in provided these services.
Description of General Provisions: The services to be provided by the Contractor under this contract shall consist of equine veterinarian services for the Parks' Department Police Service Horses at OBVR. The services shall include, but not limited to:

diagnostic exams, emergency medical care, emergency surgery, all required medications and vaccinations, all required medical testing, including, but not limited to, x-rays and sonograms; farm/barn calls for both emergencies and routine care, and other related services to promote the health and well-being of the animals.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$5,000 per year for a maximum total of \$25,000.00 for the initial term. If renewal is exercised, total maximum amount will be \$35,000.

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3440	DE	PKGGEN3440	DE500	PKGGEN3440 DE500	01	\$5,000.00
						TOTAL	\$5,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$5,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$5,000.00

Routing Slip

Department			
NIFS Entry	Patti Buffolino	04/25/2022 12:25PM	Approved
NIFS Final Approval	Linda Barker	04/25/2022 02:18PM	Approved
Final Approval	Linda Barker	04/25/2022 02:18PM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	04/26/2022 02:20PM	Approved
RE & Insurance Verification	Andrew Amato	04/25/2022 02:35PM	Approved
NIFS Approval	Daniel Gregware	04/26/2022 04:41PM	Approved
Final Approval	Daniel Gregware	04/26/2022 04:41PM	Approved
OMB			
NIFS Approval	Sanju Jacob	04/25/2022 02:27PM	Approved
NIFA Approval	Christopher Nolan	05/04/2022 01:22PM	Approved
Final Approval	Christopher Nolan	05/04/2022 01:22PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	05/04/2022 03:28PM	Approved
DCE Compliance Approval	Robert Cleary	07/11/2022 12:39PM	Approved
Vertical DCE Approval	Arthur Walsh	07/11/2022 01:39PM	Approved
Final Approval	Arthur Walsh	07/11/2022 01:39PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/11/2022 02:41PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CAMILO B. SIERRA, D.V.M. D/B/A NEW YORK EQUINE

WHEREAS, the County has negotiated a personal services agreement with Camilo B. Sierra, D.V.M d/b/a New York Equine. for equine veterinarian services for the farm animals at Old Bethpage Village Restoration, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Camilo B. Sierra, D.V.M d/b/a New York Equine

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 Nassau County Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department") and (ii) Camilo B. Sierra, D.V.M. d/b/a New York Equine, having its principal office at 29 Bob-O-Link Lane, Northport, New York 11768 (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; and

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

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

1. Term. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that the Department, in its sole discretion, may renew this Agreement for one (1) additional two (2) year period under the same terms and conditions.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of equine veterinarian services for the farm animals at Old Bethpage Village Restoration (the "Services"). The Services shall include, but not be limited to:

- (i) diagnostic exams;
- (ii) emergency medical care;
- (iii) emergency surgery;
- (iv) all required medications and vaccinations;
- (v) all required medical testing, including, but not limited to, x-rays and sonograms;
- (vi) farm/barn calls for both emergencies and routine care; and
- (vii) other related services to promote the health and well-being of the animals.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Five Thousand Dollars (\$5,000.00) (the "Maximum Amount") yearly for each year of the Agreement, which shall be payable in accordance with the fee schedule for Services attached hereto as "Exhibit A." Exhibit A may be modified upon the prior written approval of the Department to add medications and/or Services determined to be necessary by the Department and Contractor to prevent, diagnose, or treat an illness, injury, condition, disease, or its symptoms. The costs for medications added to Exhibit A shall not exceed the fair market value at the time such medication is prescribed by Contractor. Fair market value shall be calculated as the average of two quotes from local pharmacies or

veterinary practices other than the Contractor's practice.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be Five Thousand Dollars (\$5,000.00). Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, 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 registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances,

rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired and/or created 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation,

as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Amendment, the Cultural Facility Operator hereby certifies and covenants that:

(i) The Cultural Facility Operator has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics") and will comply with all of its provisions.

(ii) All of the Cultural Facility Operator's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement.

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics.

(iv) The Cultural Facility Operator will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Amendment.

(v) The Cultural Facility Operator will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of the Operations Agreement, and retain such signed acknowledgments for the period the Cultural Facility Operator is required to retain other records pertinent to performance under this Amendment; and

(vi) The Cultural Facility Operator has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Amendment.

7. Ownership of Information. All County Information provided to Contractor by the County shall remain the property of the County. All reports, documents or information created by Contractor 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. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be 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.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. Cultural Facility Operator shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Amended Operations Agreement, complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Amendment. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Cultural Facility Operator is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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 Amendment.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in

correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Zero Dollars (\$0.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, and by Ordinance Number 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CAMILO B. SIERRA, D.V.M.

By: CAMILO B SIERRA, DVM

Name: 

Title: DVM

Date: 3/17/22

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 17 day of March in the year 2027 before me personally came Camilo B Sierra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Sole owner of Camilo B Sierra, D.V.M., 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

DOREEN R. PENNICA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6170832
Qualified in Nassau County
My Commission Expires July 23, 2022

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT A

Price List

Farm call \$75
Emergency farm call \$150
General physical exam \$75
Lameness Exam \$100
Colic exam \$100
Rectal exam 60
Banamine iv \$30
Bute iv \$25
Dexamethasone iv \$25
Penicillin shots \$25
Gentocin shots \$35
Exceed shots \$75
Blood work up \$160
Minor. Surgeries depending on issue 250 to 850 dollars Biopsy's \$175
Eye exams \$75
Eye ointments \$30
Diagnostic blocks \$45 each
X-rays \$45 per view
Ultrasound \$200
Endoscopy \$100
Gastroscopy \$300
Shockwave therapy \$350
IA medications \$200 per joint

Other treatments/procedures/testing/drugs as approved by the Department



Nassau County Interim Finance Authority

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

1. Vendor: Camilo B. Sierra, D.V.M.

2. Amount requiring NIFA approval: \$35,000.00

Amount to be encumbered: \$5,000.00

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/2022 to 12/31/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

: The services to be provided by the Contractor under this contract shall consist of equine veterinarian services for farm animals at OBVR. The services shall include, but not limited to: diagnostic exams, emergency medical care, emergency surgery, all required medications and vaccinations, all required medical testing, including, but not limited to, x-rays and sonograms; farm/barn calls for both emergencies and routine care, and other related services to promote the health and well-being of the animals

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

CNOLAN

05/04/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS 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.

Elaine Phillips
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: Camilo B. Sierra - D.V.M.

CONTRACTOR ADDRESS: 29 Bob-O-Link Lane, Northport, NY 11768

FEDERAL TAX ID #: 061760728

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

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

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

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

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

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

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

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

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

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

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

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

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

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

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

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

VIII. ☒ 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

4-25-22
Date

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



COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

March 30, 2022

SERVICE: Personal Services Contract for Veterinary Services
Camilo B. Sierra. D.V.M

As background, the County required veterinarian services to be performed at the Old Bethpage Village Restoration. (OBVR). The County cannot provide these specialized services veterinarian services. Multiple RBP's were issued with no responses. After an outreach effort, Dr. Camilo Sierra D.V.M expressed interest in providing these services.

The services to be provided by Dr. Sierra the Contractor under this contract shall consist of equine veterinarian services for farm animals at OBVR. The services shall include, but not limited to: diagnostic exams, emergency medical care, emergency surgery, all required medications and vaccinations, all required medical testing, including, but not limited to, x-rays and sonograms; farm/barn calls for both emergencies and routine care, and other related services to promote the health and well-being of the animals.

Darcy A. Belyea

Darcy A. Belyea
Commissioner
Nassau County Department of
Parks Recreation & Museums



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
Camilo Sierra, DVM [CAMILOSIERRA2525@GMAIL.COM]

Dated: 03/09/2022 09:57:54 AM

Vendor: Camilo Sierra, DVM

Title: Doctor of Veterinary Medicine

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: Camilo Sierra
Date of birth: 08/18/1962
Home address: 29 Bob-O-Link Lane
City: Northport State/Province/Territory: NY Zip/Postal Code: 11769
Country: US

Business Address: 29 Bob-O-Link Lane
City: Northport State/Province/Territory: NY Zip/Postal Code: 11769
Country: US
Telephone: 6318359710

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>07/04/2011</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

sole owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Camilo Sierra, DVM , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Camilo Sierra, DVM , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Camilo Sierra, DVM

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Camilo Sierra, DVM [CAMILOSIERRA2525@GMAIL.COM]

Doctor of Veterinary Medicine

Title

04/12/2022 09:37:59 AM

Date

Business History Form

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

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

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

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

Date: 03/09/2022

- 1) Proposer's Legal Name: Camilo Sierra
- 2) Address of Place of Business: 29 Bob-O-Link Lane
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
- 3) Mailing Address (if different): 29 Bob-O-Link Lane
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
Phone: _____
Does the business own or rent its facilities? Own If other, please provide details:

- 4) Dun and Bradstreet number: 061760728
- 5) Federal I.D. Number: 061760728
- 6) The proposer is a: Sole Proprietorship (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, please provide details:

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

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 investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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

no conflict exists

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

no conflict exists

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

no conflict exists

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

in an event of a conflict I will notify Nassau County 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.

1 File(s) Uploaded: Camilo Sierra resume and lic.pdf

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☒ NO ☐ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

30

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

the past 12 years have worked as a sole proprietor prior to that worked at NY Equine as and associate since 1992.

- 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	Old Town Equestrian Center		
Contact Person	Myrna Treting		
Address	471 Boyle Road		
City	Selden	State/Province/Territory	NY
Country	US		
Telephone	(631) 513-0261		
Fax #			
E-Mail Address	oldetownee@aol.com		

Company	Winding Hill Stables		
Contact Person	Christie VonEron		
Address	386 Bread and Cheese Hollow Road		
City	Northport	State/Province/Territory	NY
Country	US		
Telephone	(631) 561-9922		
Fax #			
E-Mail Address	windinghillstables@gmail.com		

Company	Clinton Park Stables		
Contact Person	Ariel Fintz		
Address	618 west 52nd		
City	new york	State/Province/Territory	NY
Country	US		
Telephone	(646) 267-0106		
Fax #			
E-Mail Address	fintzariel@icloud.com		

I, Camilo Sierra, Dmv , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Camilo Sierra, Dmv , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Camilo Sierra, Dmv

Electronically signed and certified at the date and time indicated by:
Camilo Sierra, Dmv [CAMILOSIERRA2525@GMAIL.COM]

Doctor of Veterinary Medicine
Title

03/09/2022 11:14:49 AM
Date

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE

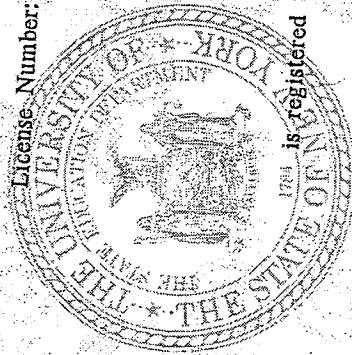
Do not accept a copy of this certificate

License Number: 006798-01

Certificate Number: 1482991

SIERRA CAMILO BRAVO
29 BOB-O-LINK LANE
NORTHPORT

NY 11768-0000



is registered to practice in New York State through 07/31/2024 as a(n)
VETERINARIAN

LICENSEE/REGISTRANT

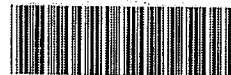
Septimio J. Baez
EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

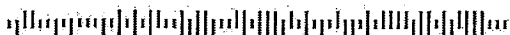
Harold A. Benson

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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



582/656
1: SIERRA, CAMILO B. DVM
2: 29 BOB O LINK LANE
NORTHPORT, NY 11768-0000



2020 3/20

10003810.2/000601-1/1-0

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FS2579879	02-28-2023	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	03-01-2020
SIERRA, CAMILO B. DVM 29 BOB O LINK LANE NORTHPORT, NY 11768-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

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Camilo Sierra, DVM
29 Bob O Link Lane
Northport, NY 11768
camilo2525@optonline.net
631-835-9710

Employment History

Sierra Equine 2011- Present
Practice Owner/General Practitioner Northport, NY

- Ambulatory equine practice specializing in sports medicine and internal medicine

New York Equine 1992-2011
Independent Contractor Jericho, NY

- General equine practice

Virginia-Maryland Regional College of Veterinary Medicine 1990-1992
Large Animal Medicine & Surgery Intern Blacksburg, Virginia

- Assisted 4th year veterinary students

Norwich Colombia 1987-1989
Technical Director-Veterinary Division Bogota, Colombia

- Provided veterinary technical support for the sales representatives

Education

National University of Colombia 1980-1986
DVM Bogota, Colombia

References available upon request

COUNTY OF NASSAU

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

1. Name of the Entity: Camilo Sierra, DVM

Address: 29 Bob-O-Link Lane

City: Northport State/Province/Territory: NY Zip/Postal Code: 11768

Country: US

2. Entity's Vendor Identification Number: 061760728

3. Type of Business: Other (specify) sole owner

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):

No principals have been attached to this form.

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.

If none, explain.

Camilo Sierra, DVM. 29 Bob-O-Link Lane, Northport, NY 11768

No shareholders, members, or partners have been attached to this form.

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

n/a

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Camilo Sierra, DVM [CAMILOSIERRA2525@GMAIL.COM]

Dated: 03/09/2022 10:46:09 AM

Title: Doctor of Veterinary Medicine

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.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
03/17/22

PRODUCER

HUB International Midwest Limited
55 East Jackson Boulevard
Chicago, IL 60604-4187THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY
A**ZURICH AMERICAN INSURANCE COMPANY**COMPANY
BCOMPANY
CCOMPANY
D

INSURED

Camilo Bravo Sierra, DVM
29 Bob-O-Link Lane
Northport, NY 11768

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY
PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT
TO WHICH THIS CERTIFICATE WAS ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO
ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	VETPRO002787 VPL	01/01/22	01/01/23	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> Prof. Liab				PRODUCTS COMP/OP AGG \$
					PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					COMBINED SINGLE LIMIT \$
					BODILY INJURY (per person) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
					AGGREGATE \$
					WC STATUTORY LIMITS OTHER
					EL -EACH ACCIDENT \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR / PARTNERS / <input type="checkbox"/> INCL EXECUTIVE OFFICERS ARE <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER Vet. Lic. Def. Ext. End. Ani. Bail.				\$ 25,000 \$ 6,000 / 18,000 / 75,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

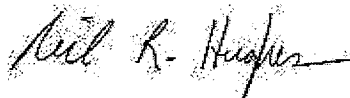
THE COUNTY OF NASSAU HAS BEEN INCLUDED AS AN ADDITIONAL INSURED AS INTEREST MAY APPEAR TO WRITTEN CONTRACT

CERTIFICATE HOLDER: VETPRO002787

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO LEFT, BUT FAILURE TO MAIL
SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE
COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Neil R. Hughes, President
HUB International Midwest Limited

**Veterinary Professional Liability
Insurance Policy
Amended Certificate of Insurance**



ZURICH

This policy provides occurrence coverage. Please review the policy carefully.
ITEM 1: Insured by the stock company below and hereinafter called the Company
Zurich American Insurance Company

U-VPL-103-A-NY (10/06)

ITEM 2: Named Certificate Holder, member number, rating code and address

Camilo Bravo Sierra, MV
29 Bob-O-Link Lane
Northport, NY 11768

Master Policy Number:

EOI 9056000 -14

Certificate Number:

VETPRO002787

**FOR INFORMATION OR TO FILE A CLAIM
PLEASE CALL (800) 228-7548**

ITEM 3: Policy Period

From: 01/01/2022

To: 01/01/2023

12:01 am Standard time at the address of the Named Certificate Holder
as stated herein

ITEM 4: Limits of Liability

Each claim \$ 1,000,000

Aggregate \$ 3,000,000

Member Name

Member No.

Rating Code

Camilo Sierra

166845

[II] Food Animal/Mixed
Practice

ITEM 5: Premium and coverage summary

Primary Professional Liability \$916.00

Veterinary License Defense \$104.00

Professional Extension Endorsement (Animal Bailee) \$36.00

TOTAL DUE: \$1,056.00

ITEM 6: Forms Attached at Issuance:

U-VPL-100-A CW (07/04); U-VPL-103-A NY (10/06); U-GU-1191-A CW (03/15);
U-VPL-119-A NY (10/06); U-GU-319-F (01/09)

**ITEM 7: Schedule of Plan Numbers and location(s) for Professional Extension
Endorsement (Animal Bailee) / Embryo and Semen Storage (if purchased):
For additional locations, please see the attached page**

Location Number/Address

Extension Plan Embryo Plan

1: 29 Bob-O-Link Lane
Northbrook, NY 11768

Plan 3

**ITEM 8: Veterinary Professional Liability Regulatory Action License
Defense Coverage endorsement (if purchased):**

Limit: \$ 25,000

Authorized Signature

Neil R. Hughes, President
HUB International Midwest Limited

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (AVMA) Professional Liability Insurance Trust. By acceptance of this policy the **Named Certificate Holder** agrees that the statements in the certificate and the application and any attachments hereto are the **Named Certificate Holder's** agreements and representations and that this policy embodies all agreements existing between the **Named Certificate holder** & the **Company** or any of its representatives relating to this insurance.

Notice to the Company:

Zurich American Insurance Company
P.O. Box 968041
Schaumburg, IL 60196-8041

Issued: 10/21/2021

Endorsement #

New York Amendatory



Certificate No.	Eff. Date of Cert.	Exp. Date of Cert.	Eff. Date of End.	Add'l Prem.	Return Prem.
VETPRO002787	01/01/2022	01/01/2023	01/01/2022	\$0.00	\$0.00

Named Certificate Holder and Mailing Address:

Camilo Bravo Sierra, MV
29 Bob-O-Link Lane
Northport, NY 11768

Producer:

HUB International Midwest Limited
55 East Jackson Boulevard
Chicago, IL 60604-4187

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Veterinary Professional Liability Insurance Policy

I. It is agreed that Section IV. CONDITIONS, Paragraph D is deleted in its entirety and replaced with the following:

1. CANCELLATION

- a. This policy may be canceled by the **Named Certificate Holder** shown in the **Certificate of Insurance** by surrender of the policy to the Company or by mailing written notice to the Company stating when such cancellation shall take effect. If canceled by the **Named Certificate Holder** shown in the **Certificate of Insurance**, the Company shall retain the customary short-rate proportion of the premium.
- b. If this policy has been in effect for sixty (60) days or less, the Company may cancel the entire policy for any reason not included in 3 below, by mailing written notice by certified mail to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance**, and mailing to the producer of record, if any. Such cancellation shall be no fewer than twenty (20) days from the date the notice is mailed. Such notice shall state the reason for cancellation and if applicable be accompanied by a refund of unearned premium, except a premium that has been financed.
- c. If this policy has been in effect for more than sixty (60) days, the Company may cancel the entire policy for the following reasons:
 - (1) Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform the **Named Certificate Holder** of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a **Claim** thereunder;
 - (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **Policy Period**;
 - (5) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
 - (6) A determination by the Superintendent that continuation of the present premium volume of the Company would jeopardize the Company's solvency or be hazardous to the interest of the Company's policyholders, creditors or public;
 - (7) A determination by the Superintendent that continuation of the policy would violate, or would place the Company in violation of, any provision of the Insurance Code; or
 - (8) Revocation or suspension of the **Insured's** license to practice his or her profession.

If the Company cancels subjects to c(1) through c(8) above, the Company shall mail written notice of cancellation by certified mail to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance**, and mail to the producer of record, if any. Written notice of cancellation shall take effect fifteen (15) days from the date of mailing for reasons set forth in c(1) through c(8).

- d. Notice of cancellation shall state the effective date of cancellation. The **Policy Period** will end on that date.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.
- f. If the **Named Certificate Holder** cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the Company will be entitled to retain a minimum earned premium of ten percent (10%) of the total policy premium or \$60, whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

g. If one of the reasons for cancellation in c above exists, the Company may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

2. NONRENEWAL

If the Company elects not to renew this policy, the Company shall send notice as provided in Notices of Nonrenewal and Conditional Renewal below.

3. CONDITIONAL RENEWAL

If the Company conditions renewal of this policy upon:

- a. Change in the Limits of Liability;
- b. Change in the type of coverage;
- c. Reduction in the coverage;
- d. Addition exclusion; or
- e. Increase premiums in excess of ten percent (10%), exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

the Company shall send notice as provided in Notices of Nonrenewal and Conditional Renewal below.

4. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

- a. If the Company decides not to renew this policy or to conditionally renew this policy as provided under the Nonrenewal and Conditional Renewal above, the Company shall mail or deliver written notice by certified mail to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance**, and to the producer of record, if any, at least sixty (60) but not more than one hundred twenty (120) days prior to:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. In the event the Company extends the **Policy Period** to comply with Paragraph 4a above, the Aggregate Limit of Liability of the expiring policy shall be increased in proportion to the policy extension.
- c. Notice shall be mailed or delivered to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance** and to the producer of record, if any. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. The Company shall not send the **Named Certificate Holder** notice of nonrenewal or conditional renewal if the **Named Certificate Holder**, the producer of record, if any, or another insurer of the **Named Certificate Holder** mails or delivers notice that the policy has been replaced or is no longer desired.
- e. The notice of nonrenewal shall state the reason for the nonrenewal. The notice of conditional renewal shall state the reason for the conditional renewal and the specific change(s) to the policy condition(s) and or premium.

II. Section I. Insuring Agreement B. Defense and Investigation is deleted in its entirety and replaced with the following:

B. DEFENSE AND INVESTIGATION

1. The Company shall have the right and duty to defend the **Insured** against any **Claim** based on a **Veterinary Incident** seeking damages that are covered by this policy even if any of the allegations of the **Claim** are groundless, false or fraudulent.

The Company may, with the written consent of the **Insured**, negotiate or settle any **Claim** as it deems expedient. The Company shall not be obligated to pay any damages, or to defend or continue to defend any **Claim** after the Company's Limits of Liability have been exhausted by payment or by deposit in a court having jurisdiction of sums reflecting the remaining applicable Limit of Liability of this policy.

2. If the Company concludes that, based on **Claims** which have been reported to the Company and to which this policy may apply, the Limit of Liability stated in the **Certificate of Insurance** is likely to be exhausted in the payment of judgments or settlements, the Company will notify the **Named Certificate Holder**, in writing to that effect.
3. When the Limit of Liability shown in the **Certificate of Insurance** has actually been used up in the payment of judgments or settlements:
 - a. The Company will notify the **Named Certificate Holder**, in writing as soon as practicable, that:
 - (1) such a limit has actually been exhausted; and
 - (2) The Company's duty to defend suits seeking damages subject to that limit is also ended.
 - b. The Company will initiate and cooperate in the transfer of control, to any appropriate **Insured**, of all **Claims** seeking damages which are subject to that Limit of Liability and which are reported to the Company before that limit is exhausted. The **Insured** must cooperate in the transfer of control of said **Claims**. The Company will take no action whatsoever with respect to any **Claim** seeking damages subject to that Limit of Liability, had it not been exhausted, if the **Claim** is reported to the Company after that Limit of Liability has been exhausted.
 - c. The **Named Certificate Holder** and any **Insured** involved in a **Claim** seeking damages subject to that Limit of Liability must arrange for the defense of such **Claims** within such time period as agreed to between the appropriate **Insured** and the Company. Absent any such agreement, arrangements for the defense of such **Claim** must be made as soon as practicable.
4. The **Named Certificate Holder** will reimburse the Company for expenses the Company incurs in taking those steps the Company deems appropriate in accordance with the paragraph 3 b. above. The duty of the **Named Certificate Holder** to reimburse the Company will begin on:
 - a. The date on which the applicable Limit of Liability has been exhausted, if the Company sent notice in accordance with paragraph 2 above; or
 - b. The date on which the Company sent notice in accordance with 2a above, if the Company did not send notice in accordance with paragraph 2 above.
5. The exhaustion of the Limit of Liability by the payments of judgments or settlements, and the resulting end of the Company's duty to defend, will not affect the Company's failure to comply with any of the provisions of this Section.
6. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I. INSURING AGREEMENT, Paragraph C. Supplemental Payments.

III. Section III. EXCLUSIONS, Paragraph N.8. is deleted in its entirety and replaced with the following:

Any **Claim** by or on behalf of a governmental authority for damages because of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying, neutralizing, or in any other way responding to or assessing the effects of **Pollutants**;

For purposes of the Exclusion:

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

IV. Section IV. CONDITIONS, Paragraphs A, G and H are deleted in their entirety and replaced with the following:

A. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, all **Insureds** have fully complied with all the terms of this policy and not until the amount of all **Insured's** obligations to pay have been fully and finally determined either by judgment against all **Insureds** or by written agreement of the **Insured**, the claimant and the **Company**.

Nothing contained in this policy shall give any person or organization any right to join the **Company** as a co-defendant in any action against any **Insured**.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against the **Insured**; but the Company shall not be liable for damages that are not payable under the terms of this **Certificate of Insurance**. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured**, and the claimant or the claimant's legal representative.

G. MISREPRESENTATION AND FRAUD

This entire **Certificate of Insurance** shall be void if the **Insured** has misrepresented any material fact relating to this insurance. No misrepresentation shall be deemed material unless knowledge of the Company of the facts misrepresented would have led to a refusal by the Company to make such contract.

H. NOTICE OF VETERINARY INCIDENT OR CLAIM

Upon the **Named Certificate Holder** becoming aware of any alleged **Veterinary Incident** to the extent known, written notice shall be given to the Company or any of the Company's authorized licensed agents as soon as practicable, together with the fullest information obtainable. If **Claim** is made against the **Insured**, the **Insured** shall within a reasonable time, forward to the Company every demand, notice, summons or other process received by him or her, or his or her representative.

Written notice shall include the following information:

1. The description of the alleged **Claim** or **Veterinary Incident**; and
2. To the extent possible the identities of the claimants or potential claimants; and
3. To the extent possible the identities of the responsible **Insured(s)**; and
4. The date and circumstances by which the **Insured(s)** first became aware of such **Claim** or **Veterinary Incident**.

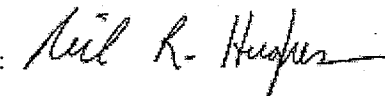
IV. Section IV. CONDITIONS is amended to include the following:

BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the **Named Certificate Holder** or the **Named Certificate Holders** estate shall not relieve the Company of its obligations under this policy.

All other terms, conditions and exclusions of this policy remain unchanged.

Signed by:



Authorized Representative

10/21/2021

Date

BRUCE A. BLAKEMAN
County Executive



DARCY A. BELYEA
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary, Chief Procurement Officer

FROM: Darcy A. Belyea *DAB*
Commissioner, Department of Parks, Recreation and Museums

DATE: March 30, 2022

SUBJECT: Delay Memo – Camilo B. Sierra D.V.M- CQPK22000006

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned Contract for Services CQPK220000006 is a Personal Services Agreement with Camilo B. Sierra D.M.V. which provides veterinarian services for farm animals at Old Bethpage Village Restoration.. The term of this agreement is from January 1, 2022 through December 31, 2026, and may be renewed for one (1) additional two (2) year period under the same term and conditions.

As a new vendor to Nassau County, the vendor was not familiar with the Vendor Portal system which delayed him in requesting an account, as well as in the completion of the required disclosure forms. There was also a delay in acquiring his Certificate of Insurance required for the contract. These delays lead to the retroactivity of this agreement. Additionally, the effects of the COVID-19 Pandemic further hampered the ability of the vendor to get the necessary documents submitted in a timely manner.