



Certified: --

**E-52-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE  
LEGISLAURE MARCH 22, 2024 12:30PM

**NIFS ID: CLPD24000001**

Capital:

Contract ID #: CQPD19000001

NIFS Entry Date: 01/02/2024

**Department: Police Dept.**

Service: Equine veterinary services

Term: from 01/01/2024 to 12/31/2025

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: <b>X</b>		
Addl. Funds: <b>X</b>		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: <b>Carl Juul-Nielsen, DVM</b> DBA: <b>New York Equine</b>	ID#: <b>113370531</b>
Main Address: <b>P.O. Box 90 Jericho, NY 11753</b>	
Main Contact: <b>Carl Juul-Nielsen</b>	
Main Phone: <b>(516) 496-7727</b>	

Department:
Contact Name: <b>Karen Taggart</b>
Address: <b>1490 Franklin Avenue</b> <b>Mineola, New York 11501</b>
Phone: <b>(516) 573-7210</b>
Email: <b>ktaggart@pdcn.org</b>

## Contract Summary

<b>Purpose:</b> This is an amendment to an existing contract for equine veterinary services for the horses of the Police Department's Mounted Unit. the purpose of this amendment is to extend the term of the agreement for two (2) years and increase the maximum amount by fifty thousand dollars (\$50,000.00)
<b>Procurement History:</b> This is an amendment to an existing contract. This vendor was selected after the County issued a RFP in October, 2018. Four (4) proposals were received in response to the RFP. The proposals were scored and ranked by a selection committee consisting of members of the NCPD Mounted Unit and this vendor was selected as a result of that scoring and ranking.
<b>Description of General Provisions:</b> Dr. Juul-Nielsen provides equine veterinarian services including, but not limited to, diagnostic exams, emergency medical care and all administering all required medications and vaccinations.
<b>Impact on Funding / Price Analysis:</b> Maximum amount of the contract is being increased by \$50,000.00 but only \$29,000.00 is

being encumbered pursuant to the terms of this agreement. The new maximum amount of the contract will be \$130,000.00.

**Change in Contract from Prior Procurement:** N/A

**Method of Source Selection:**

☒ Contract amendment, extension, or renewal

Contract originally executed on: 05/03/2019

Original procurement method: Request for Proposals

**MWBE Participation:**

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDD	20	2487	DE	PDPDD2487	DE500	PDPDD2487 DE500	03	\$29,000.00
						TOTAL	\$29,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$29,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$29,000.00

# Routing Slip

Department			
NIFS Entry	Karen Taggart	01/05/2024 12:57PM	Approved
NIFS Final Approval	William Field	01/09/2024 11:39AM	Approved
Final Approval	Karen Taggart	01/11/2024 01:31PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	01/11/2024 04:06PM	Approved
RE & Insurance Verification	Andrew Amato	01/11/2024 01:32PM	Approved
NIFS Approval	Mary Nori	01/19/2024 05:50PM	Approved
Final Approval	Mary Nori	01/19/2024 05:50PM	Approved
OMB			
NIFS Approval	Jeff Nogid	01/12/2024 10:15AM	Approved
NIFA Approval	Irfan Qureshi	01/18/2024 11:27AM	Approved
Final Approval	Irfan Qureshi	01/18/2024 11:27AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/24/2024 02:47PM	Approved
DCE Compliance Approval	Robert Cleary	03/19/2024 03:11PM	Approved
Vertical DCE Approval	Arthur Walsh	03/19/2024 03:15PM	Approved
Final Approval	Arthur Walsh	03/19/2024 03:15PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/22/2024 12:28PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND CARL JUUL-NIELSEN, D.V.M.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Carl Juul-Nielsen, D.V.M., to provide the County with equine veterinary services for the Nassau County Police Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with Carl Juul-Nielsen, D.V.M.

## AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("the Department"), and (ii) Carl E. Juul-Nielsen, D.V.M. d/b/a New York Equine, having an office located at 95 Hunters Drive, Muttontown, New York 11791 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD19000001 between the County and the Contractor, executed on behalf of the County on May 3, 2019 as amended by amendment one under County contract amendment number CLPD 22000003 (the "Original Contract"), the Contractor provides equine veterinary services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the Term of the Original Agreement is from January 1, 2019 through December 31, 2023, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Eighty Thousand Dollars (\$80,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term of the Original Agreement and increase the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be renewed and extended by two (2) years, unless sooner terminated in accordance with the terms of the Original Agreement, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2025.

2. Maximum Amount. The Maximum Amount shall be increased by Fifty Thousand Dollars (\$50,000.00) (the "Amendment Maximum Amount") so that the Maximum Amount of the Amended Agreement shall be One Hundred Thirty Thousand Dollars (\$130,000.00).


3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount. Contractor further acknowledges that there shall be an initial encumbrance of Twenty-Nine Thousand Dollars (\$29,000.00) under this Amendment. Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not

expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

CARL E. JUUL-NIELSEN, D.V.M. d/b/a NEW YORK EQUINE

By:   
Name: Carl Juul-Nielsen DVM  
Title: President, owner  
Date: 1/5/24

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 5<sup>th</sup> day of January in the year 2024 before me personally came Carl J. Nielsen 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 owner of Carl J. Nielsen, Inc. d/b/a New York, 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.

Amy Krinner  
NOTARY PUBLIC

AMY KRINNER  
Notary Public, State of New York  
No. 01KRG069967  
Qualified in Suffolk County  
Commission Expires February 19, 2026

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

\_\_\_\_\_  
NOTARY PUBLIC



## Nassau County Interim Finance Authority

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

**1. Vendor: Carl Juul-Nielsen, DVM**

**2. Amount requiring NIFA approval: \$50,000.00**

**Amount to be encumbered: \$29,000.00**

Slip Type: Amendment

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

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

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

**3. Contract Term: 01/01/2024 to 12/31/2025**

Has work or services on this contract commenced? Yes

If yes, please explain: Equine medical care could not be postponed. \$8000 is owed for Veterinary services completed in 2023.

**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:**

This is an amendment to an existing contract for equine veterinary services for the horses of the Police Department's Mounted Unit. the purpose of this amendment is to extend the term of the agreement for two (2) years and increase the maximum amount by fifty thousand dollars (\$50,000.00)

**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
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## 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.

IQURESHI

01/18/2024

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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**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.**



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?

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

Carl Juul-Nielsen, DVM [HORSEVET@NEWYORKEQUINE.COM]

Dated: 03/06/2024 12:26:29 pm

Vendor: Carl Juul-Nielsen, DVM

Title: president

### 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: 09/06/2023

1) Proposer's Legal Name: Carl Juul-Nielsen, DVM PC d/b/a New York Equine

2) Address of Place of Business: 95 Hunters Drive

City: Muttontown State/Province/  
Territory: NY Zip/Postal  
Code: 11791

Country: US

3) Mailing Address (if different): P.O. Box 90

City: Jericho State/Province/  
Territory: NY Zip/Postal  
Code: 11753

Country: US

Phone: (516) 496-7727

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Corporation (Describe)

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

YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?



YES ☐ NO ☒ 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.

I will contact the County for guidance should any potential conflict arise.

- 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.

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;

06/01/1980

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.

Carl Juul-Nielsen, DVM - president

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

Carl Juul-Nielsen, DVM  
95 Hunters Dr  
Muttontown, NY 11791  
president

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

4

vi) Annual revenue of firm;

266000

vii) Summary of relevant accomplishments

I have served Long Island's equestrian community since 1980

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

31

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

I have served Long Island's equestrian community since 1980

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	United States Park Police
Contact Person	Officer Robert O'Brien
Address	210 New York Ave

City	Staten Island	State/Province/Territory	NY
Country	US		
Telephone	(347) 609-3742		
Fax #			
E-Mail Address	robert_o'brien@nps.gov		

Company	Town of Hempstead		
Contact Person	Tina Ryan		
Address	1600 Merrick Rd		
City	Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 528-8071		
Fax #			
E-Mail Address	trya@tohmail.org		

Company	Town of Oyster Bay		
Contact Person	Chris Nelson		
Address	977 Hicksville Rd		
City	Massapequa	State/Province/Territory	NY
Country	US		
Telephone	(516) 232-3692		
Fax #			
E-Mail Address	CNELSON@OYSTERBAY-NY.GOV		

I, Carl Juul-Nielsen, 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, Carl Juul-Nielsen, 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.

Name of submitting business: Carl Juul-Nielsen, DVM

Electronically signed and certified at the date and time indicated by:  
Carl Juul-Nielsen, DVM HORSEVET@NEWYORKEQUINE.COM

president  
Title

03/06/2024  
Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

**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: Carl Juul-Nielsen, DVM  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Business Address: P.O. Box 90 State/Province/Territory: NY Zip/Postal Code: 11753  
City: Jericho  
Country: US  
Telephone: 5164967727  
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>06/01/1976</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.

I own the business

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?

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, Carl Juul-Nielsen, 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, Carl Juul-Nielsen, 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.

Carl Juul-Nielsen, DVM

Name of submitting business

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

Carl Juul-Nielsen, DVM HORSEVET@NEWYORKEQUINE.COM

president

Title

03/06/2024 12:29:46 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: New York Equine

Address: 95 Hunters Drive

City: Muttontown State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Public Corp (specify) \_\_\_\_\_

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

First Name	<u>Carl</u>		
Last Name	<u>Juul-Nielsen</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>P.O. Box 90</u>		
City	<u>Jericho</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11753</u>
Country	<u>US</u>		
Position	<u>president</u>		

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.

First Name	<u>Carl</u>		
Last Name	<u>Juul-Nielsen</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>P.O. Box 90</u>		
City	<u>Jericho</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11753</u>
Country	<u>US</u>		

Position president

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

None

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(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:

Carl Juul-Nielsen, DVM [HORSEVET@NEWYORKEQUINE.COM]

Dated: 03/06/2024 12:31:18 pm

Title: president

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

**Veterinary Professional Liability  
Insurance Policy  
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**

Carl Erik Juul-Nielsen, DVM  
PO Box 90  
Jericho, NY 11753-0090

Master Policy Number:

**EOL 9056000 -16**

**Certificate Number:**

**VETPRO048349**

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

**ITEM 3: Policy Period**

From: 01/01/2024

To: 01/01/2025

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

<u>Member Name</u>	<u>Member No.</u>	<u>Rating Code</u>
Carl Juul-Nielsen	111220	[I] Predominantly Equine

**ITEM 5: Premium and coverage summary**

Primary Professional Liability	\$2,635.00
Veterinary License Defense	\$142.00
Professional Extension Endorsement (Animal Bailee)	\$86.00

TOTAL DUE: \$2,863.00

**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-VPL-101-A NY (07/04); U-VPL-102-B NY (06/11); 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

<u>Location Number/Address</u>	<u>Extension Plan</u>	<u>Embryo Plan</u>
1: PO Box 90 Jericho, NY 11753	Plan 8	

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

Limit: \$ 100,000

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: 10/10/2023



## Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[  ]

*President*

[  ]

*Corporate Secretary*

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)

Issued : 10/10/2023

# **SANCTIONS EXCLUSION ENDORSEMENT**



## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

Issued : 10/10/2023

Endorsement #

# New York Amendatory



Certificate No.	Eff. Date of Cert.	Exp. Date of Cert.	Eff. Date of End.	Add'l Prem.	Return Prem.
VETPRO048349	01/01/2024	01/01/2025			

**Named Certificate Holder and Mailing Address:**

Carl Erik Juul-Nielsen, DVM  
PO Box 90  
Jericho, NY 11753-0090

**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.

Issued:10/10/2023



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 the 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 produce 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.

Issued:10/10/2023

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.

**II. 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.

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**.

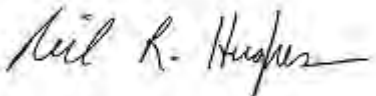
**IV.** Section IV. CONDITIONS is amended to include the following:

#### **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

10/10/2023

Date

Issued:10/10/2023



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

March 6, 2024

Nassau County, NY  
240 OLD COUNTRY RD  
MINEOLA NY 11501-4255

### Account Information:

Policy Holder Details :	CARL JUUL-NIELSEN, DVM PC
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### Contact Us

#### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>CARL JUUL-NIELSEN, DVM PC 95 HUNTERS DR SYOSSET NY 11791-2311</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>11-3370531</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County, NY 240 OLD COUNTRY RD MINEOLA NY 11501-4255</p>	<p>3a. Name of Insurance Carrier</p> <p>Property and Casualty Insurance Company of Hartford 34690</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>83 WBG NE6014</p> <p>3c. Policy effective period:</p> <p>02/23/2024 to 02/23/2025</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Sara Seier  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 03/06/2024  
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 228-7548

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

# **Workers' Compensation Law**

## **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

### 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 Police Department having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department") and (ii) Carl E. Juul-Nielsen, D.V.M. d/b/a New York Equine, having its principal office at 95 Hunters Drive, Muttontown, New York 11791 (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, 2019 and terminate on December 31, 2021, 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 two (2) additional one (1) year periods 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 Department's Police Service Horses (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 horses assigned to the Department's Mounted Unit.

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 Fifty Thousand Dollars (\$50,000.00) (the "Maximum Amount"), 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) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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.

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. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and (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 One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by 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.

CARLE, JUUL-NIELSEN, DVM  
d/b/a NEW YORK EQUINE

By: 

Name: Carl Juul-Nielsen DVM

Title: President

Date: 12/21/18

NASSAU COUNTY

By: 

Name: Tatum J. Fox

Title: County Executive

☒ Deputy County Executive

Date: 5/5/19

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)SB.1

COUNTY OF NASSAU )

On the 21<sup>st</sup> day of December in the year 2018 before me personally came Carl E. Jans-Nielson 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 owner of Carl E. Jans-Nielson Trust D94 New York State 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

AMY KRINNER  
Notary Public, State of New York  
No. 01KR0069987  
Qualified in Suffolk County  
Commission Expires February 19, 2022

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 5 day of May in the year 2019, before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Angela C. D.



# Exhibit A

NEW YORK EQUINE  
CARL E. JUUL-NIELSEN, DVM  
P.O. BOX 90  
JERICHO, NEW YORK 11791  
(516) 496-7727

Vaccinations:

Flu/Rhino - \$40  
Rabies - \$25  
E/W Encephalitis & Tetanus - \$30  
West Nile Vaccine - \$45  
Strangles Vaccine - \$40  
Potomac Fever Vaccine - \$30

Administered medications:

Banamine IV - \$20  
Bute IV - \$20  
Tranquillization - \$35  
Ringers (IV fluids) 5L - \$50  
Dexalyte IV 500cc - \$30  
General Anesthesia - \$100  
Gentocin IV (antibiotic) - \$25  
Procaine Penicillin - \$20  
Excede (long lasting antibiotic) - \$60  
DMSO w/IV 1000 - \$60  
Naquasone IM - \$20  
Azium IV - \$20  
Tube with oil & water (nasogastric tube) - \$60  
Electrolyte powder - \$15  
Deworm - \$25  
Local anesthetic - \$50

Dispensed medications --

Triple antibiotic eye ointment - \$20  
Triple antibiotic w/dex eye ointment - \$30  
Banamine paste - \$38  
Banamine powder (100 scoop jar) - \$225  
Bute paste - \$35  
Bute powder (2.2 lb) - \$60  
Bute tablets - \$30  
Isoxsuprine tablets - \$60  
Equioxx tablets (60 count) - \$120  
Cefa-Lak - \$10  
SMZ #500 - \$120

Magna Poultice - \$20  
Ichthammol ointment - \$20  
Azlum powders - \$4 each

**Diagnostics & procedures:**

Diagnostic block - \$75 each  
Examine for soundness - \$75  
Examine for colic - \$60  
Examine - physical exam - \$50  
Examine for neurologic status - \$75  
Radiograph - digital - \$50 each view  
Ultrasound tendon - \$150  
Chiropractic Adjustment - \$110  
Acupuncture - \$100  
CBC/Chemistry - \$120  
Coggins test - \$40  
Lyme Multiplex test - \$100  
EPM titer - \$225  
Serum Amyloid A level - \$50  
ACTH level - \$100  
Insulin level - \$90  
Vitamin E level - \$100  
Ophthalmologic Exam & stain eye - \$100  
Fecal exam - \$20  
Dentistry - \$100  
Suture lacerations - \$150  
Pass tube for reflux - \$50  
Pass tube to relieve choke - \$50  
Pull Shoes - \$25  
IV Catheter - \$75  
Euthanasia - \$175

**Farm calls:**

Farm call - \$60  
Emergency farm call - \$100

## **Appendix EE Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.



- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

CARL E. JUUL-NIELSEN (Name)

P.O. BOX 90 JERICHO, NY 11753 (Address)

(516) 496-7727 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder        has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

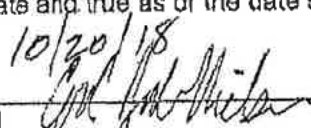
NONE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action        has ✓ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

NONE

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

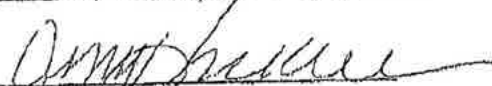
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/30/18  
  
Dated \_\_\_\_\_  
Signature of Chief Executive Officer

CARL E. JUUL-NIELSEN  
Name of Chief Executive Officer

Sworn to before me this

20<sup>th</sup> day of October, 2018

  
Notary Public

AMY KRINNER  
Notary Public, State of New York  
No. 01KR808987  
Qualified in Suffolk County  
Commission Expires February 19, 2022

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("the Department"), and (ii) Carl E. Juul-Nielsen, D.V.M. d/b/a New York Equine, having an office located at 96 Hunters Drive, Muttontown, New York 11791 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD19000001 between the County and the Contractor, executed on behalf of the County on May 3, 2019 (the "Original Contract"), the Contractor provides equine veterinary services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the Term of the Original Agreement is from January 1, 2019 through December 31, 2021, unless sooner terminated in accordance with the provisions of the Original Agreement; provided however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Fifty Thousand Dollars (\$50,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the two (2) options to renew and extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be renewed and extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2023.

2. Maximum Amount. The Maximum Amount shall be increased by Thirty Thousand Dollars (\$30,000.00) (the "Amendment Maximum Amount") so that the Maximum Amount of the Amended Agreement shall be Eighty Thousand Dollars (\$80,000.00).

3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount. Contractor further acknowledges that there shall be an initial encumbrance of Fifteen Thousand Dollars (\$15,000.00) under this Amendment. Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

CARL E. JUUL-NIELSEN, D.V.M. d/b/a NEW YORK EQUINE

By: 

Name: Carl E. Juul-Nielsen, DVM

Title: President

Date: 8/29/21

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24<sup>th</sup> day of August in the year 2021 before me personally came Carl Suul-Nielsen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Carl Suul-Nielsen and Associates, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

AMY KRINNER  
Notary Public, State of New York  
No. 01KR6069967  
Qualified in Suffolk County  
Commission Expires February 19, 2024

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

\_\_\_\_\_  
NOTARY PUBLIC

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("the Department"), and (ii) Carl E. Juul-Nielsen, D.V.M. d/b/a New York Equine, having an office located at 96 Hunters Drive, Muttontown, New York 11791 (the "Contractor").

### WITNESSETH:

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WHEREAS, the Term of the Original Agreement is from January 1, 2019 through December 31, 2021, unless sooner terminated in accordance with the provisions of the Original Agreement; provided however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Fifty Thousand Dollars (\$50,000.00) (the "Maximum Amount"); and

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3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount. Contractor further acknowledges that there shall be an initial encumbrance of Fifteen Thousand Dollars (\$15,000.00) under this Amendment. Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

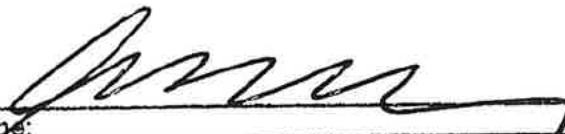
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

CARL E. JUUL-NIELSEN, D.V.M. d/b/a NEW YORK EQUINE

By:   
Name: Carl E. Juul-Nielsen, DVM  
Title: President  
Date: 8/24/21

NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: ARTHUR T. WALSH  
Chief Deputy County Executive  
6-29-22

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 21<sup>th</sup> day of August in the year 2021 before me personally came Carl Svul-Nielsen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Carl F. Juntunen, Inc. dba New York Engine the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]  
NOTARY PUBLIC

AMY KRINNER  
Notary Public, State of New York  
No. 01KR6069967  
Qualified In Suffolk County  
Commission Expires February 19, 2024

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 29<sup>th</sup> day of JUNE in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Renee Reddy  
NOTARY PUBLIC

RENEE S REDDY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RE6434298  
Qualified In Nassau County  
Commission Expires June 8, 2026

# COUNTY OF NASSAU

## INTER-DEPARTMENTAL MEMO

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**DATE:** March 21, 2024

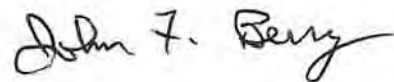
**TO:** Robert Cleary, Chief Procurement Officer

**FROM:** Police Department  
Office of the Commissioner of Police

**SUBJECT:** **DELAY MEMO**  
**COUNTY CONTRACT AMENDMENT NUMBER CLPD24000001**  
**MOUNTED UNIT – AMBULATORY EQUINE VETERINARY SERVICES**

This memorandum is submitted in response to your request for a “delay memo” to explain the retroactivity of the above-mentioned contract amendment. This is an amendment to an existing contract with Dr. Carl Juul-Nielsen (Ambulatory Equine Veterinary Services) to provide ambulatory equine veterinary services to the Police Department’s Mounted Unit. The original contract expired on December 31, 2023 and the Department filed this amendment in the County’s Electronic Contract Routing System (“ECRS”) on January 5, 2024, five (5) days after the expiration of the original agreement. The purpose of this amendment is to extend the term of the original contract for an additional two (2) years and increase the maximum amount by Fifty Thousand Dollars (\$50,000.00).

The Department conducted an analysis of the veterinary services provided for our Mounted Unit as we have separate contracts for routine care and emergency care of the horses in the Mounted Unit. Following that internal review, it was determined that it was in the best interest of the Department and specifically the Mounted Unit to proceed with this amendment and continue with the services provided by Dr. Juul-Nielsen. The Department’s internal review of these services resulted in the slight delay in filing this amendment in ECRS.



John F. Berry  
Chief of Legal Affairs

JFB/kt

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