



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-76-2026

Subject: Hand Held Sonar Rescue Equipment (RQFC26000055)	Date: October 15, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Copper Collar Group LLC.
Department Head Name: Melissa Gallucci	Contract Number: A-76-2026
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
10/19/2026 <i>MB</i>	Chief Procurement Officer	10/19/26	Budget
10/19/2026 <i>M. D'Amico</i>	County Attorney	10/19/26	County Executive
10/19/2026 <i>SM</i>	NC Insurance		

Significant Adverse Information Identified? Yes / No ☒ (If Yes, attach memo.)

Narrative

Purpose: To award and execute a purchase order between the Nassau County Fire Commission and Copper Collar Group LLC. for Hand Held Sonar Rescue Equipment.

Discussion: The Department of Shared Services, Office of Purchasing, has determined that this is a sole source procurement. The hand held sonar rescue equipment package includes (2) AquaEye Pro Handheld Sonars; (2) waterproof carrying cases; (2) charging Assemblies; (1) command hub tablet. This system is designed to locate drowning victims within minutes of dispatch; recognize characteristics of humans in water; mark the exact location on built-in screen. The manufacture of the AquaEye Pro and its related components VodaSafe Inc. can confirm the Copper Collar Group is the sole authorized dealer and distributor for the AquaEye in New York state.

Impact on Funding/Term: The maximum amount authorized under this purchase order shall be One Hundred Sixty Two Thousand Nine Hundred Seventy Dollars (\$162,970.00) from general funds FCFCF 1300 BB211 and from PWCAPCAP 00005.

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a sole source purchase order to Copper Collar Group LLC.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 OCT 19 P 3:10

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-76-2026**
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES
DATE: October 15, 2026
SUBJECT: RESOLUTION – THE NASSAU COUNTY FIRE COMMISSION

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED SIXTY TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$162,970.00) ON BEHALF OF THE NASSAU COUNTY FIRE COMMISSION AND COPPER COLLAR GROUP LLC. FOR HAND HELD SONAR RESCUE EQUIPMENT.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY FIRE COMMISSION AND COPPER COLLAR GROUP LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee that the firm Copper Collar Group LLC.. is a sole source provider and meets all specifications for the service described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Copper Collar Group LLC.

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: 10/16/2026

1) Proposer's Legal Name: Copper Collar Group, LLC

2) Address of Place of Business: 4083 Cedar Point Rd

City: Lakeland State/Province/
Territory: TN Zip/Postal
Code: 38002

Country: US

3) Mailing Address (if different): 4083 Cedar Point Rd

City: Lakeland State/Province/
Territory: TN Zip/Postal
Code: 38002

Country: US

Phone: (619) 757-3144

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

4) Dun and Bradstreet number: 117792589

5) Federal I.D. Number: 854054869

6) The proposer is a: Sole Proprietorship (Describe)

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

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

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

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 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.

Should a conflict arise, we would notify the county and adhere to their guidelines

- 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 [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
12/21/2020
- 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.
Jon Klukas - President - 100% owner / operator, 4083 Cedar Point Rd., Lakeland, TN 38002.
- iii) Name, address and position of all officers and directors of the company. If none, explain.
Jon Klukas - President - 100% owner / operator, 4083 Cedar Point Rd., Lakeland, TN 38002
- iv) State of incorporation (if applicable);
TN
- v) The number of employees in the firm;
1
- vi) Annual revenue of firm;
1500000
- vii) Summary of relevant accomplishments
Copper Collar Group is a SDVOB run by the operator, Jon Klukas - a retired Navy Master Diver. We provide equipment and training solutions to public safety and military maritime and dive teams and have trained over 1000 personnel on the use and employment of the equipment solutions we provide. We have been involved in dozens of recovery operations searching for drowning victims. Our highly experienced team is routinely called upon for major natural disasters such as the recent flooding in TX, and hurricane / flood evacuation and search and rescue. When we refer to "our team" that responds to natural disasters, when called upon, we bring volunteers that are former Navy Divers to assist communities in search and rescue. This is an all volunteer team that operates under our guidance.
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.
6
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
We have the largest distribution network in the U.S. for the products and training that we provide, to include the AquaEye Pro sonar for search and rescue.
- 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	New York State Police		
Contact Person	Neil Case		
Address	1220 Washington Ave		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(607) 349-1204		

Fax #			
E-Mail Address	neil.case@troopers.ny.gov		
Company	West Point Fire Department		
Contact Person	John DeFrancesco		
Address	721 Washington Rd		
City	West Point	State/Province/Territory	NY
Country	US		
Telephone	(845) 938-8118		
Fax #			
E-Mail Address	john.m.defrancesco4.civ@army.mil		
Company	East Islip Fire Department		
Contact Person	Jerry Leigh		
Address	30 East Main St		
City	East Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-1712		
Fax #			
E-Mail Address	freelance031@optonline.net		

I, jon klukas , 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, jon klukas , 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: Copper Collar Group, LLC

Electronically signed and certified at the date and time indicated by:
jon klukas JON@COPPERCOLLAR.ORG

President
Title

10/16/2026
Date



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:

jon klukas [JON@COPPERCOLLAR.ORG]

Dated: 10/16/2026 10:50:04 am

Vendor: Copper Collar Group, LLC

Title: President

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: Jon Klukas
Date of birth: 03/25/1974
Home address: 4083 Cedar Point Rd
City: Lakeland State/Province/Territory: TN Zip/Postal Code: 38002
Country: US
Business Address: 4083 Cedar Point Rd
City: Lakeland State/Province/Territory: TN Zip/Postal Code: 38002
Country: US
Telephone: 6197573144
Other present address(es): 4083 Cedar Point Rd
City: Lakeland State/Province/Territory: TN Zip/Postal Code: 38002
Country: US
Telephone: 6197573144

List of other addresses and telephone numbers attached

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

President	<u>12/21/2020</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>12/21/2020</u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

100%

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, Jon Klukas, 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, Jon Klukas, 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.

Copper Collar Group, LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jon Klukas JON@COPPERCOLLAR.ORG

President
Title

10/16/2026 10:52:09 am
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Copper Collar Group, LLC

Address: 4083 Cedar Point Rd

City: Lakeland State/Province/Territory: TN Zip/Postal Code: 38002

Country: US

2. Entity's Vendor Identification Number: 85-4054869

3. Type of Business: Ltd. Liability Co (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>Jon</u>		
Last Name	<u>Klukas</u>		
MI		Suffix	
Address	<u>4083 Cedar Point RD</u>		
City	<u>Lakeland</u>	State/Province/ Territory:	<u>TN</u>
Country	<u>US</u>	Zip/Postal Code:	<u>38002</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.

Jon Klukas - President and owner. 4083 Cedar Point Rd, Lakeland, TN 38002

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):
N/A

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

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

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

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

Electronically signed and certified at the date and time indicated by:
jon klukas [JON@COPPERCOLLAR.ORG]

Dated: 10/16/2026 10:55:22 am

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.

REQUISITION

RQFC26000055 14/OCT/2026

VENDOR:
COPPER COLLAR GROUP, LLC
4083 CEDAR POINT RD
LAKELAND TN 38002
TEL:(619)823-5342
FAX:() -

REQUISITIONER:
FC NASSAU COUNTY FIRE COMMISSION
1194 PROSPECT AVE.
WESTBURY NY 11590-2723
MICHELE GRIGONIS
TEL:(516)573-9871
FAX:(516)573-9860

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	220-60 SONAR INSTRUMENTS, RESEARCH TYPE AQUAEYE PRO COMMAND PACKAGE INCLUDES (2) AQUAEYE PRO HANDHELD SONARS; (2) WATERPROOF CARRYING CASES; (2) CHARGING ASSEMBLIES; (1) COMMAND HUB TABLET; DESIGNED TO LOCATE DROWNING VICTIMS WITHIN MINUTES OF DISPATCH; RECOGN CHARACTERISTICS OF HUMAN IN WATER; MARK EXACT LOCATION ON BUILT-IN SCREEN; COMMAND HUB CONNECTS MULTIPLE AQUAEYE PRO DEVICES WITH TABLET FIVE (5) YEAR WARRANTY; ON-BOARD GPS WITH COORDINATES OGGED ON ALL SAVED SCANS; IP68 TABLET W/ MAPPING & SCANNED AREA INTEGRATION **SOLE SOURCE**	5.00	EA	29,995.0000	149,975.00
002	220-60 SONAR INSTRUMENTS, RESEARCH TYPE AQUAEYE TRAINING ONE (1) 3-DAY AQUAEYE TRAIN THE TRAINER COURSE WITH ONE INSTRUCTOR; COST IS INCLUSIVE OF ALL TRAVEL, MATERIALS, AND TIME; COURSE WILL BE ADJUSTED TO MEET NASSAU COUNTY'S SCHEDULE AND CAN BE CONDUCTED OVER THE WEEKEND AT NO ADDITIONAL COST. **SOLE SOURCE**	1.00	EA	12,995.0000	12,995.00

ESTIMATED TOTAL: 162,970.00

PCHL9100
LINK TO:

ADVANCED PURCHASING/INVENTORY
ELECTRONIC NOTE PAD

10/15/2026 3:29 PM
PAGE 01 OF 01

REQ DOC INQUIRY 2140

USING MULTIPLE FUNDING SOURCES TO PURCHASE HANDHELD SONAR RESCUE EQUIPMENT
FOR FIRE MARSHAL'S OFFICE AND WATER RESCUE

*****THIS IS A SOLE SOURCE PURCHASE*****

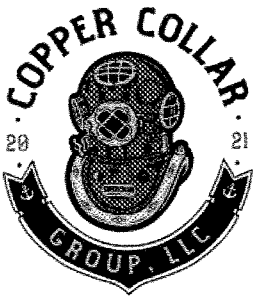
USING NASSAU COUNTY REGISTERED VENDOR COPPER COLLAR GROUP LLC
POC IS JON KLUKAS
JON@COPPERCOLLAR.ORG

FOR COPY OF QUOTE, SPECS, SOLE SOURCE LETTER AND DISTRIBUTION AGREEMENT
PLEASE CONTACT MICHELE GRIGONIS 3-9871

F1-HELP	F4-AUDIT	F5-TOP	F6 COPY	F7-PR PAGE	F8-NX PAGE
F9-LINK	F10-SAVE	F11-INS PAGE	F12-DEL PAGE	ENTER-INQUIRE	CL-EXIT
INQUIRY COMPLETE					

Copper Collar Group LLC

4083 Cedar Point Rd.
Lakeland, TN 38002 US
jon@coppercollar.org



Estimate

ADDRESS
Matt Colgan
Nassau County Fire Commission

ESTIMATE 1072
DATE 07/06/2026
EXPIRATION DATE 12/31/2026

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	AquaEye Pro Command	Each AquaEye Pro 'Command' package includes: (2) AquaEye Pro handheld sonars, (2) waterproof carrying cases, (2) charging assemblies, and (1) Command Hub Tablet. The Command package comes with a 5-year warranty	5	29,995.00	149,975.00
	Aquaeye Training	One (3-day) AquaEye 'Train the Trainer' Course with one instructor. Cost is inclusive of all travel, materials and time. Course will be adjusted to meet Nassau County's schedule and can be conducted over the weekend at no additional cost.	1	12,995.00	12,995.00

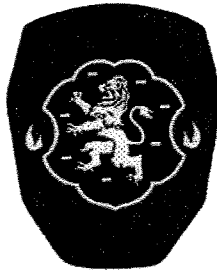
Contact jess@coppercollar.org for billing questions. Estimate will be converted to an invoice once a Purchase Order is received. Payment via bank transfer or check is preferred.
** Estimate is valid until December 31, 2026.

**Copper Collar Group is a SDVOSB / WOSB run exclusively by veterans.

SUBTOTAL	162,970.00
TAX	0.00
TOTAL	USD 162,970.00

Accepted By

Accepted Date



BRUCE A. BLAKEMAN
County Executive

Nassau County Fire Commission
Office of the Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590
516-573-9901

MICHAEL F. UTTARO
Chief Fire Marshal

October 9, 2026
Robert Cleary
Chief Procurement Officer

RE: Sole Source Justification AquaEye Sonar Systems

Mr. Cleary:

The Fire Commission intends to award a sole-source contract to Copper Collar LLC for the purchase of 5- AquaEye Pro Command Handheld Sonar Systems. The contract will also include a train-the-trainer class on the use of the equipment so that we can continue to train other members of the fire service.

These handheld sonars are able to scan a large area and decipher between a submerged human body and other anomalies submerged in water. The AquaEye is the only handheld sonar unit that combines ultrasound pings with an embedded AI to automatically filter out debris and map a victim's exact location. Additionally, the AquaEye is lightweight at 3 pounds, can float, and can be deployed in under 10 seconds. Other systems are heavy and may require mounting, both of which increase the time of deployment to over five minutes.

The department has not found an equivalent alternative to this product available on the market. We believe that the price for these goods and services is fair and reasonable.

For these reasons it is appropriate that this service be procured as a sole source.

Bohdan J. Pilczak

A handwritten signature in black ink, reading "Bohdan J. Pilczak". The signature is stylized with a large, looped "B" and a long, sweeping "P".

Assistant Chief Fire Marshal
Deputy County Fire Coordinator



October 9, 2026

Subject: Sole-Source Confirmation AquaEye Pro

To Whom It May Concern:

VodaSafe Inc., the manufacturer of AquaEye Pro ("AquaEye"), provides this letter to confirm AquaEye's unique proprietary capabilities and the exclusive authorization of Copper Collar Group LLC ("CCG") for AquaEye sales and training in New York State.

Unique and proprietary technology

AquaEye Pro is a handheld sonar device that utilizes AI that is specifically designed to help rescue personnel locate drowning victims quickly. Its distinguishing capability is the integration of handheld sonar with proprietary artificial intelligence that analyzes sonar returns and automatically marks potential human targets for the operator.

This combination supports rapid deployment and reduces the interpretation burden associated with conventional sonar systems. Unlike traditional fish finders and sonar systems that rely primarily on an operator's interpretation of sonar imagery, AquaEye provides automated target identification within a handheld water-rescue device.

To the best of VodaSafe's knowledge, no other commercially available product offers this same combination of handheld operation and proprietary AI-assisted detection of potential drowning victims.

VodaSafe has filed a provisional patent application related to AquaEye technology, identified as application number **64041175**.

Exclusive dealer and distributor — New York State

VodaSafe confirms that Copper Collar Group LLC is the sole authorized dealer and distributor for AquaEye in New York State. No other dealer or distributor is authorized by VodaSafe to supply AquaEye within this territory.

Authorized operational-level and train-the-trainer provider

VodaSafe further confirms that Copper Collar Group LLC is the an authorized provider of AquaEye operational-level training and AquaEye train-the-trainer instruction in New York State.

This authorization includes instruction on device operation, deployment procedures, search protocols, interpretation of AquaEye's displayed information, and preparation of designated instructors to train personnel within their organizations using VodaSafe-approved methods and materials.

AquaEye

210-114 East 4th Avenue
Vancouver, BC V5T 1G2

aquaeye.com

(604) 620-0801



Accordingly, CCG is the sole authorized source in New York State for the supply of AquaEye equipment and the manufacturer-authorized operational-level and train-the-trainer services described above.

Please contact the undersigned for verification or additional information.

Best regards,

A handwritten signature in cursive script that reads "Erik Wolfe".

Erik Wolfe
Director of Sales & Marketing
VodaSafe Inc.

AquaEye

210-114 East 4th Avenue
Vancouver, BC V5T 1G2

aquaeye.com

(604) 620-0801



U.S. Small Business
Administration

202-205-8800 | sba.gov
409 3rd St, SW, Washington DC 20416

Feb. 27, 2023

COPPER COLLAR GROUP LLC
SAM UEI: VQY7NLWA3B46
4083 CEDAR POINT RD
LAKELAND, TN 38002

Dear COPPER COLLAR GROUP LLC:

I am writing to inform you that COPPER COLLAR GROUP LLC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- COPPER COLLAR GROUP LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website](https://sba.gov) to download SBA-approved digital icons that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm COPPER COLLAR GROUP LLC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.



DISTRIBUTION AGREEMENT

CONTRACT NUMBER:

CCVS-240

This Distribution Agreement ("**Agreement**") is made by and between:

VodaSafe Inc. 225 – 2323 Quebec Street Vancouver, BC V5T 1R7 ("VodaSafe")	Copper Collar Group, LLC 4083 Cedar Point Rd Lakeland, TN 38002 ("Distributor")
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Components of Agreement

This Agreement is comprised of:

- Part 1:** This Cover Page, including Attachment 1 – Additional Terms ("**Additional Terms**"); and
Part 2: The Standard Terms and Conditions attached to this Cover Page.

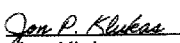
BACKGROUND

VodaSafe has developed a proprietary handheld water rescue sonar device known as AquaEye® ("**AquaEye®**"). VodaSafe and the Distributor wish to enter into this Agreement pursuant to which VodaSafe will authorize the Distributor to advertise, market, promote and sell AquaEye® to End Users in the Territory.

AGREEMENT

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE ATTACHED ADDITIONAL TERMS AND STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE, AND AGREE TO BE BOUND BY SUCH PROVISIONS.

The parties have executed this Agreement on December 13, 2023 (the "**Effective Date**") by signing below:

SIGNED AND DELIVERED VODASAFE INC. Per: Signature: <u></u> Carlyn Loncaric (Dec 13, 2023 17:54 PST) Print name: <u>Carlyn Loncaric</u> Title: <u>CEO</u> I have authority to bind VodaSafe	SIGNED AND DELIVERED DISTRIBUTOR Per: Signature: <u></u> Digitally signed by Jon Klukas DN: cn=Jon Klukas, o=VodaSafe, ou=VodaSafe, email=jon.klukas@voda.com, c=US Print name: <u>Jon Klukas</u> Title: <u>CEO / Principal</u> I have authority to bind the Distributor.
---	--

ATTACHMENT 1

ADDITIONAL TERMS

Territory:	U.S. FEDERAL GOVERNMENT: *Copper Collar Group, LLC retains sole rights to the U.S. Federal Government market and States listed below as the Distributer for AquaEye® in these markets. All sales in these markets shall be referred to Copper Collar Group, LLC. U.S. Navy, U.S. Army, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, National Oceanographic and Atmospheric Administration (NOAA), Bureau of Land Management (BLM), Environmental Protection Agency (EPA), Department of the Interior, U.S. Army Corps. Of Engineers (USACE) Government Services Administration (GSA) Any other U.S. Federal Entity, group, or subgroup of the U.S. Federal Government not listed here. STATES VA, MD, NJ, NY, DE, PA, CT, MA, NH, ME, RI, VT
End Users:	First Responders, Public Safety and Emergency Management Professionals, U.S. Federal Government Agencies. NOTE: SUMMER CAMPS ARE NOT INCLUDED IN THIS AGREEMENT
Duration of Term:	1 Year

The Purchase Price excludes, and the Distributor is solely responsible and liable for, and will pay and remit promptly, all taxes (other than corporate income tax payable by VodaSafe) associated with, based on or due as a result of all amounts paid or payable by the Distributor to VodaSafe under this Agreement, including all applicable federal, state, provincial and municipal sales, use, value-added, property, excise, import, export, foreign, withholding and other governmental taxes, duties, charges, deductions, levies, fees, excises, tariffs and assessments of any nature now or hereafter imposed, and all related interest, penalties and expenses.

Purchase Price may be updated by VodaSafe with no less than 90 days written notice provided to Distributor.

Payment Terms

Unless otherwise agreed in writing between VodaSafe and the Distributor, the Distributor will pay the Purchase Price for each Product as follows:

Order under 10 AquaEye

Net 30 Terms

Orders 10+ AquaEye

50% due upon Purchase Order

50% due within 30-days of shipping the order to the end location. For clarity the 30-day period begins upon pickup of the order from VodaSafe's location.

Shipment / Title

The Distributor will be responsible to arrange for shipment of all Products FCA (Free Carrier) (as defined in Incoterms 2010) from the VodaSafe's designated facility using a carrier designated by the Distributor. The Distributor will be responsible for all shipping costs and customs and import duties payable in connection with delivery of all Products to the Distributor's location. Risk of loss to the Products to be shipped to the Distributor under an accepted Order will transfer to the Distributor at the time that Product leaves the VodaSafe designated facility on a carrier designated by the Distributor.

Title to the Products shipped to the Distributor under an accepted Order will transfer to the Distributor upon receipt by VodaSafe of payment in full for such Products.

Defects

VodaSafe reserves the right, at its sole discretion, to determine whether any hardware and/or software in the shipped Products is defective. Defective hardware and/or software will, at VodaSafe's option, be replaced or the corresponding portion of the Purchase Price (as determined by VodaSafe) credited to the Distributor.

PART 2 – STANDARD TERMS AND CONDITIONS

1. **The Agreement.** This Agreement comprises the Cover Page, Attachment 1 – Additional Terms and this Part 2 – Standard Terms and Conditions. Capitalized terms used but not defined in these Standard Terms and Conditions have the meanings assigned to them elsewhere in the Agreement.
2. **Appointment and Relationship Management.** Subject to the provisions of this Agreement, VodaSafe appoints the Distributor to be an authorized distributor during the Term, and authorizes the Distributor during the Term to advertise, market, promote and sell AquaEye® to End Users in the Territory. The Distributor accepts the appointment and will in good faith perform the Distributor's obligations under this Agreement. The appointment and authorization set out in this Section are exclusive, non-transferable and non-sublicensable.
3. **Limited Term.** The term of this Agreement will commence on the Effective Date and, unless sooner terminated as provided in this Agreement, continue for the period stated in the Additional Terms (the "Term"). This Agreement will continue for an additional two years following the 2 year anniversary of the Effective Date unless either party provides notice
4. **Distributor Responsibilities.** In addition to its other responsibilities and obligations under this Agreement, the Distributor will:
 - (a) consistent with prudent and ethical business practices and applicable laws, diligently and continuously advertise, market and promote AquaEye® to potential End Users in the Territory, including conducting pre-sales demonstrations of AquaEye®;
 - (b) ensure that at least one representative of the Distributor completes VodaSafe's approved training program on the use and operation of AquaEye® so that Distributor personnel acquire and maintain product knowledge on and sales competence for AquaEye®;
 - (c) solicit feedback ("Feedback") from End Users regarding the user and operation of AquaEye® and the potential market for sales of AquaEye® in the Territory, and to provide all such Feedback to VodaSafe on a monthly basis during the Term;
 - (d) perform its obligations under this Agreement using technically qualified and properly trained and knowledgeable personnel of the Distributor;
 - (e) commit a commercially reasonable number of sales and marketing personnel to the performance of its obligations under this Agreement;
 - (f) at all times perform its obligations and exercise its rights under this Agreement and otherwise conduct itself in a lawful, ethical, fair, competent and professional manner, in accordance with applicable industry standards and best practices, and the standard of care, skill and diligence of an experienced professional in the relevant fields, and the Distributor will not by way of any act or omission negatively impact VodaSafe's reputation or customer goodwill;
 - (g) provide End Users and potential End Users with accurate information regarding VodaSafe and AquaEye®, and the Distributor will not make or give any representations, warranties, conditions or other promises about VodaSafe or AquaEye®; and
 - (h) not offer or promise to pay any money, gift or any other thing of value to any person for the purpose of influencing any action or decision by or on behalf of an End User or potential End User regarding any matter arising from,

connected with or relating to any transaction or potential transaction regarding AquaEye® or the performance of the Distributor's obligations or exercise of its rights under this Agreement.

5. **VodaSafe Obligations.** In addition to its other responsibilities and obligations under this Agreement, VodaSafe will:

- (a) assist the Distributor (including by participating in sales presentations and demonstrations) in dealing with a potential End User or in respect of a potential Order; and
- (b) provide the Distributor with a minimum of one training session(s) per year relating to use and sale of AquaEye® at no charge.

6. **VodaSafe Materials**

- (a) VodaSafe will make available to the Distributor electronic copies of VodaSafe's current advertising and marketing materials regarding AquaEye® (collectively "**Marketing Materials**"). Subject to the provisions of this Agreement, VodaSafe hereby grants to the Distributor a non-exclusive, non-assignable, non-transferable, non-sublicensable, limited, revocable license during the Term to reproduce and distribute Marketing Materials, in their original form, in the Territory for the sole purpose of advertising, marketing and promoting AquaEye® to potential End Users in the Territory. VodaSafe in its discretion may change the Marketing Materials from time to time, and the Distributor will promptly implement each change.
- (b) Subject to the provisions of this Agreement, VodaSafe hereby grants to the Distributor a non-exclusive, non-assignable, non-transferable, non-sublicensable, limited, revocable license during the Term to use VodaSafe's trademarks, service marks, trade names and logos as specified in writing by VodaSafe from time to time (collectively "**VodaSafe Marks**") in the Territory for the sole purpose of advertising, marketing and promoting AquaEye® to potential End Users in the Territory and strictly in accordance with provisions of this Agreement and the other commercially reasonable written standards and specifications communicated by VodaSafe to the Distributor from time to time. The Distributor will retain representative samples of its use of VodaSafe Marks, and will deliver those samples to VodaSafe for inspection and approval promptly on request by VodaSafe. VodaSafe in its discretion may change or modify VodaSafe Marks from time to time, and the Distributor will promptly implement each change. The Distributor's use of VodaSafe Marks is not for the purpose of distinguishing the Distributor's products or services, but for the sole purpose of advertising, marketing and promoting AquaEye®. All of the benefit and goodwill

associated with the Distributor's use of each VodaSafe Mark will enure entirely to VodaSafe.

- (c) Except for the use of VodaSafe Marks in accordance with this Agreement, the Distributor will not adopt or use any trademarks, service marks, trade names, logos or other indicators of origin in association with AquaEye®.

7. **Purchase Price.** For each AquaEye® unit specified in an Order accepted by VodaSafe, the Distributor will pay the corresponding Purchase Price to VodaSafe in the manner and at the times set out in the Additional Terms. Purchase Price or end user sales price are not to be posted or advertised online.

8. **Termination.**

- (a) Either party has the right to terminate this Agreement at any time before the end of the Term without cause upon giving not less than 30 days prior written notice to the other party.
- (b) VodaSafe will have the right at any time, in its sole discretion, to terminate this Agreement immediately upon written notice to the Distributor if (i) the Distributor breaches any of its payment obligations, or (ii) the Distributor breaches any other obligations under this Agreement and does not cure such breach to the satisfaction of VodaSafe within 10 days after receiving written notice (email being sufficient) of such breach from VodaSafe.
- (c) No termination of this Agreement will relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of termination, or from the performance of its obligations under this Agreement to the effective date of termination.
- (d) In addition to those provisions of this Agreement that are expressly stated to survive termination, the following provisions of these Standard Terms and Conditions will survive any termination of this Agreement: 8(c), 8(d), 9, 10, 13, 14 and 16. In addition, the provisions of Section 17 and all defined terms will survive as necessary to interpret the other surviving Sections and Subsections.

9. **Confidential Information**

- (a) In this Agreement, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. VodaSafe's Confidential Information includes AquaEye®, all technical and user documentation relating thereto, including the Marketing Materials, ("**Documentation**") and the terms of this Agreement, and Confidential Information of each party includes its business and marketing plans, technology and technical information, product plans and designs, and

business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

- (b) Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party must use the same degree of care (but in no event less than reasonable care) that it uses to protect the confidentiality of its own confidential information of like kind not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) the Receiving Party must limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those in this Section.
 - (c) The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - (d) With respect to Confidential Information of the Disclosing Party disclosed to the Receiving Party prior to termination of this Agreement, the provisions of this Section will survive any termination of this Agreement (i) indefinitely with respect to Confidential Information that is a trade secret, and (ii) for a period of 3 years with respect to all other Confidential Information.
10. **Distributor's Representatives.** The Distributor is fully responsible and liable for all acts, omissions and liabilities by or on behalf of each of its employees and other representatives. The Distributor will ensure that each of its employees and other representatives complies with all of the restrictions, requirements and limitations set out or referenced in this Agreement regarding the performance of the Distributor's obligations and the exercise of the Distributor's rights under this Agreement and all related matters.
11. **Legal Compliance.** The Distributor will comply with all laws (including all applicable restrictions and requirements regarding the export and transmission of technical data and other regulated materials) applicable to the Distributor, the conduct of the Distributor's business, AquaEye®, and the

performance of the Distributor's obligations and exercise of its rights under this Agreement. The Distributor will give prompt notice to VodaSafe of any changes to the laws in the Territory that might affect the parties' respective rights and obligations under this Agreement. Without limiting the foregoing in this Section, the Distributor will ensure that it has and maintains at all material times all rights, licenses, consents, approvals, agreements and other permissions required under all applicable laws for it to perform its obligations and exercise its rights under this Agreement.

12. **Ownership/Proprietary Rights.** Except as expressly provided in this Agreement, as between the parties, VodaSafe will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with AquaEye®, Documentation, VodaSafe Materials, VodaSafe Materials and Feedback.
13. **Limited Warranty; Exclusions**
- (a) VodaSafe warrants to the Distributor that (i) each Product purchased from VodaSafe will operate substantially in accordance with the technical specifications contained in the Documentation, and (ii) the Documentation describes the material functions and features of each Product in reasonable detail, and (c) VodaSafe has not received any notice alleging that AquaEye® infringes any intellectual property right of a third party. The foregoing warranty in clauses (i) and (ii) is conditioned upon the Distributor using the Products substantially in accordance with the Documentation and instructions from VodaSafe, and the absence of any misuse, damage, alteration or modification of or to the Products. To the extent that a Product fails to meet the foregoing warranty in clauses (i) and (ii), then VodaSafe's obligation and the Distributor's sole remedy for that failure will be as set out under the heading "Defects" in the Additional Terms.
 - (b) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, VODASAFE MAKES, AND THE DISTRIBUTOR RECEIVES, NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO ANY PRODUCT, THE DOCUMENTATION OR ANY OTHER MATERIALS SUPPLIED TO THE DISTRIBUTOR IN CONNECTION THEREWITH. VODASAFE DOES NOT WARRANT THAT AQUAEYE® WILL BE CAPABLE OF ACHIEVING ANY PARTICULAR RESULT, OR THAT AQUAEYE® OR THE DOCUMENTATION WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER. VODASAFE SPECIFICALLY DISCLAIMS, AND THE DISTRIBUTOR WAIVES, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY,

NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VODASAFE HAS BEEN INFORMED OF THAT PURPOSE) AND ANY OTHER WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO AQUAEYE®, THE DOCUMENTATION OR ANY OTHER MATERIALS SUPPLIED TO THE DISTRIBUTOR IN CONNECTION THEREWITH AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

14. Limitation on Liability

- (a) EXCLUDING (i) EACH PARTY'S BREACH OF ITS CONDITIONS OF CONFIDENTIALITY OR PROTECTION OF CONFIDENTIAL INFORMATION SET OUT IN SECTION 9, (ii) THE NON-PAYMENT OF ANY AMOUNT OWING UNDER THIS AGREEMENT, (iii) THE DISTRIBUTOR'S BREACH OF ITS OBLIGATIONS UNDER SECTION 4 OR SUBSECTION 6(b) OR 6(c), AND (iv) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSSES OR DAMAGES OR FOR ANY LOSSES OR DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR DAMAGE TO DATA, COST OF SUBSTITUTE GOODS, OR DAMAGES FOR PURE ECONOMIC LOSS, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF THAT PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DISTRIBUTOR WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE EXCLUDED AS VODASAFE'S LOST PROFITS.
- (b) EXCEPT FOR VODASAFE'S LIABILITY RESULTING FROM A BREACH OF ITS CONDITIONS OF CONFIDENTIALITY OR PROTECTION OF CONFIDENTIAL INFORMATION SET OUT IN SECTION 9, IN NO EVENT WILL THE TOTAL LIABILITY OF VODASAFE FOR ANY LOSS OR DAMAGES RELATING TO THIS AGREEMENT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE AGGREGATE AMOUNT ACTUALLY PAID BY THE DISTRIBUTOR FOR PRODUCTS UNDER THIS AGREEMENT.

15. **Independent Parties.** The parties understand that the Distributor is providing services to VodaSafe under this Agreement as an independent contractor. Nothing in this Agreement will be construed to constitute the Distributor as a partner, employee or agent of VodaSafe, nor will either party have the

authority to bind the other in any respect, it being intended that each will remain responsible for its own actions. The Distributor is engaged only for the purposes and to the extent set out in this Agreement. Neither the Distributor nor its personnel will be deemed to be VodaSafe's employees.

16. Governing Law / Dispute Resolution

- (a) The governing law of the substance of this Agreement will be the commercial law of the Province of British Columbia, Canada, without reference to its conflicts of laws provisions, and the *United Nations Convention for the International Sale of Goods* and all implementing legislation will not apply. The procedural law will be the law of the place where arbitration is conducted.
- (b) Any dispute arising out of or relating to this Agreement that is not settled by negotiated agreement or mediation among the parties within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of the arbitration will be Vancouver, Canada. The arbitration will be governed by the *Commercial Arbitration Act* (BC). The arbitrator will be selected and the arbitration conducted using the rules and procedures for arbitrator selection under the International Center for Dispute Resolution in effect on the date of the commencement of the arbitration (the "Rules"). The arbitration proceeding will be conducted in English and all documentation will be presented and filed in English. The decision of the arbitrator will be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards will be offset. Notwithstanding the foregoing, either party will have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against the other party in the event that, in the opinion of that party, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitations, any arbitration proceeding must be commenced within one year of the acts, events or occurrences giving rise to the claim. The arbitrator will not:
 - (i) award damages excluded by the terms of this Agreement; or
 - (ii) award damages in excess of the amount, if any, limited by the terms of this Agreement.
- (c) The dispute resolution procedure described in Subsection 16(b) is the sole and exclusive procedure for the resolution of any dispute that arises out of or is related to this Agreement,

except that either party has the right to seek preliminary or temporary injunctive relief from any court in any jurisdiction if, in that party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this Section, then the parties will continue to participate in good faith in the dispute resolution procedures described in Subsection 16(b). The parties agree that no court which a party petitions to grant preliminary or temporary injunctive relief may award damages or resolve the dispute.

- (d) ALL CLAIMS AGAINST VODASAFE MUST BE BROUGHT IN THE DISTRIBUTOR'S OWN CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE DISTRIBUTOR AGREES THAT, BY ENTERING INTO THIS AGREEMENT AND PURCHASING AN AQUAEYE® UNIT, THE DISTRIBUTOR IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

17. General Provisions

- (a) Further Assurances. The parties will execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
- (b) Notices. All notices under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) 5 days after being sent by registered or certified mail, return receipt requested; or (c) one day after deposit with a pre-paid commercial overnight carrier specifying next day delivery. All notices to a party will be sent to the address for that party set out on the Cover Page to this Agreement or to any subsequent address that either party gives to the other in accordance with this Subsection.
- (c) Enurement. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- (d) No Third Party Beneficiaries. Nothing in this Agreement or done pursuant to this Agreement will confer on any person, other than the parties and their respective successors and permitted assigns and the indemnified persons who are expressly indemnified pursuant to the provisions of this Agreement, any rights, benefits or remedies of any nature or kind, and no other person will be considered to be a third-party beneficiary under or by reason of this Agreement. For greater certainty, End Users are not parties to this Agreement or third party beneficiaries under this Agreement.
- (e) Severability. If any provision of this Agreement is held to be unenforceable, then the remaining provisions will continue in full force and effect. The parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the parties.
- (f) Modification and Waiver. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights under this Agreement is not binding unless in writing and signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion will not constitute a waiver of such provision on any other occasions unless expressly agreed in writing. No use of trade or other regular practice or method of dealing between the parties will be used to modify, interpret or supplement the terms of this Agreement.
- (g) Currency. Unless otherwise specified in the Additional Terms, all dollar amounts referred to in this Agreement are in United States dollars.
- (h) Entire Agreement. This Agreement, and the agreements and instruments referred to in this Agreement, constitute the entire agreement between the parties with respect to the subject-matter hereof and thereof and supersede all prior negotiations, proposals and agreements, whether oral or written, with respect to the subject-matter hereof and thereof.
- (i) Headings and Number. The division of this Agreement into Sections and Subsections, and the headings of those Sections and Subsections, are for reference only and will not limit or control the meaning or interpretation of this Agreement. Words importing the singular number only include the plural and vice-versa, and words importing one gender only include all genders.
- (j) Assignment. The Distributor has no right to assign its rights or delegate its rights or obligations under this Agreement without the prior written consent of VodaSafe, and any attempted assignment without such consent will be void.
- (k) Counterpart and Electronic Means. This Agreement may be executed by electronic means and in counterpart and such counterparts together will constitute a single instrument. Execution and delivery of an executed counterpart of this Agreement by any electronic means capable of producing a printed copy will be equally effective as delivery of a manually executed counterpart.

END OF STANDARD TERMS AND CONDITIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Miller Loughry Beach Insurance Services, Inc.
214 W. College St.
Murfreesboro, TN 37130

CONTACT

NAME:

PHONE

(A/C, No, Ext): (615) 896-9292

FAX

(A/C, No): (615) 849-1586

E-MAIL

ADDRESS: mlbsupport@mlbins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI INSURANCE

13056

INSURED

Copper Collar Group LLC
4083 Cedar Point Rd
Lakeland, TN 38002

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED						PER STATUTE
	RETENTION \$						OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			RTP0050290	6/16/2026	6/16/2027	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is listed for additional insured.

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE