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CLERK OF THE LEGISLATURE

2026 JUL 21 P 12:31



Certified: --

198-26

NIFS ID: CFCE26000025

Capital: **X**

Contract ID #: **CFCE26000025**

NIFS Entry Date: **06/19/2026**

Department: County Executive

Service: **Purchase of 20 SCBA units and related items**

Term: **5 years from execution**

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: City of Glen Cove	ID#: 116000350
Main Address: 9 Glen Street Glen Cove, NY 11542	
Main Contact: YELENA QUILES	
Main Phone: (516) 676-2108	

Department:
Contact Name: Christopher Leimone
Address: 1550 Franklin Ave Mineola, NY 11501
Phone: (516) 571-4256
Email: cleimone@nassaucountyny.gov

Contract Summary

Purpose: The County will provide \$200,000 in Capital Funds to the City of Glen Cove for the purchase of 20 SCBA units and related items
Procurement History: Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
Description of General Provisions: The item is and inter-municipal agreement between the County and the Village of Hempstead.
Impact on Funding / Price Analysis: \$200,000 in capital funds from the CRP program
Change in Contract from Prior Procurement: N/A
Method of Source Selection: ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: CRP ☒ Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an

inter-municipal agreement.

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
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 99206 011	01	\$200,000.00
Project Number		99206						
Project Detail		011						
TOTAL							\$200,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$200,000.00
Other	\$0.00
Total	\$200,000.00

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	06/19/2026 01:23PM	Approved
NIFS Final Approval	Eleftherios Sempepos	06/19/2026 01:23PM	Approved
Final Approval	Eleftherios Sempepos	06/19/2026 01:23PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	06/19/2026 03:29PM	Approved
Final Approval	Christopher Yansick	06/19/2026 03:29PM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	06/23/2026 03:09PM	Approved
Approval as to Form	Julie Silverstein	06/23/2026 03:09PM	Approved
NIFS Approval	Mary Nori	07/08/2026 05:40PM	Approved
Final Approval	Mary Nori	07/08/2026 05:40PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/08/2026 10:20AM	Approved
NIFA Approval	Christopher Nolan	07/08/2026 02:43PM	Approved
Final Approval	Christopher Nolan	07/08/2026 02:43PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/08/2026 05:47PM	Approved
DCE Compliance Approval	Robert Cleary	07/10/2026 12:45PM	Approved
Vertical DCE Approval	Arthur Walsh	07/21/2026 10:49AM	Approved
Final Approval	Arthur Walsh	07/21/2026 10:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/21/2026 10:52AM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

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WHEREAS, Nassau County (“the County”) and The City of Glen Cove (“the City”) are authorized, pursuant to Article 9, Section 1 of the New York State Constitution and Article 5-G of the General Municipal Law (“GML”) to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the County and the District to purchase and procure 20 self-contained breathing apparatus (SCBA) units (the “Project”); and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize intermunicipal cooperation with respect to the mutual covenants set forth in the proposed Inter-Municipal Agreement (“Agreement”), a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature hereby authorizes the County Executive to execute the Agreement and to execute any and all other instruments, related documents or ancillary agreements and to take such other action as is necessary to effectuate and carry out the intent and purpose of the Agreement; and it is further

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a “Type II Action” within the meaning of Part 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE CITY
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); and the (ii) City of Glen Cove, having its principal offices at 9 Glen Street, Glen Cove, New York 11542 ("CITY" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the CITY will undertake a project (the "Project") to purchase and procure 20 Self-Contained Breathing Apparatus (SCBA) units, 20 cylinders, 20 facepieces and related items, all with a useful life of no less than five (5) years, on behalf of the Glen Cove Volunteer Fire Department. The purchased equipment will replace aging and outdated

equipment to comply with the latest NFPA (The National Fire Protection Association) standards. The new SCBA equipment will ensure a safe, reliable air supply to all personnel operating in Immediately Dangerous to Life and Health (IDLH) environments. The new units will provide enhanced firefighter protection through improved facepiece integrity, heads-up display visibility, PASS device integration, and improved interoperability with neighboring departments during mutual aid incidents. The purpose of the Project is to enhance firefighter safety and strengthen emergency response capabilities throughout the County by replacing obsolete equipment with safe, reliable protective equipment. This will further mutual aid program efforts for both the City of Glen Cove and Nassau County and ensure the continuity of effective emergency services for all residents. The CITY represents and warrants that it has completed its review of the Project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY 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 County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the CITY for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with

applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, 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.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. 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 amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- 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.

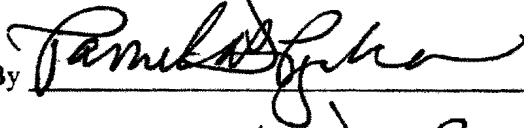
Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

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

CITY OF GLEN COVE

By  Date May 27, 2026

Print Name Pamela D. Panzenberg

Title MAYOR

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE IN BLUE INK.

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

On the 27 day of May in the year 2026 before me personally came Pamela D. Panzenbeck to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

Tina Pemberton

NOTARY PUBLIC

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2028

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 duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein, and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

EXECUTE IN BLUE INK.

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 by such title 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, including the 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- m. The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

the Deputy County Executive with oversight responsibility for the contracting agency.

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, blueprints 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 Best Efforts 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.

Resolution 8BB

Resolution offered by Mayor Panzenbeck and seconded by Councilman Zozzaro

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Intermunicipal Cooperation Agreement ("IMA") with the County of Nassau, to accept \$200,000.00 (two-hundred thousand dollars and no cents) from the County of Nassau, for the purchase of 20 Self-Contained Breathing Apparatus ("SCBA") units and related items, all with a useful life of no less than 5 (five) years, for the Glen Cove Volunteer Fire Department.

A P P R O V E D
MAY 26 2026

OFFICE OF CITY CLERK
BY: T. Pemberton

Resolution offered by Mayor Panzenbeck and seconded by _____

WHEREAS, the City Council of the City of Glen Cove has determined to undertake projects listed in Schedule "I" (see attached) at a total of estimated maximum cost of \$6,298,878.00; and

WHEREAS, the State Environmental Quality Review Act (SEQRA) regulations found at 6 NYCRR Part 617.3(a) require that no agency may undertake, fund or approve an action until it has complied with the requirements of SEQRA; and

WHEREAS, the SEQRA regulations at 6 NYCRR Part 617.6(a) require that as soon as possible in an agency's formulation of an action it proposes to undertake it shall: (a) determine whether the action is subject SEQRA; (b) determine whether the action involves a federal agency; (c) determine whether other agencies are involved; (d) make a preliminary classification of the action; (e) determine whether a full or short form Environmental Assessment Form (EAF) will be used; and (f) determine whether the action is located in an agricultural district and complies with Subdivision (4) of Section 305 of Article 25-AA of the Agriculture and Markets Law; and

WHEREAS, all but one of the projects contained in Schedule "I" are Type II actions which do not require environmental review or the filing of an EAF; and

WHEREAS, the project for the microwave radio system upgrade is an unlisted action; such project only involves the addition of one antenna which is a de minimus expansion of the facility which would have no detriment to the health, safety and welfare of the community; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of Glen Cove hereby declares itself the lead agency; and there is no Federal or other involved agencies with respect to this action; and

BE IT FURTHER RESOLVED, in regard to the microwave radio system upgrade, an unlisted action, this Council hereby adopts a negative declaration pursuant to SEQRA determining that the Application will not have a significant effect on the environment and that an Environmental Impact Statement will not need to be prepared.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Glen Cove hereby declares itself the lead agency; and there are no Federal or other involved agencies with respect to this action; and

BE IT FURTHER RESOLVED, pursuant to Article 8 of the Environmental Conservation Law (ECL) and 6 NYCRR Part 617.5(c), the City Council finds the projects listed in Schedule "I" are Type II Actions which require no further review.

CITY OF GLEN COVE PROCUREMENT PROCEDURES

When acquiring goods and/or services from outside vendors for City of Glen Cove purposes, the Purchasing Policy as approved by the City Council must be adhered to and each department must comply with the following procedures:

1. A determination must be made whether a purchase of goods and/or services is subject to the competitive bidding requirements of General Municipal Law Section 103. This section of law states that the purchase of any goods or services for \$20,000 or more must be publicly bid and any purchase of goods and services (public works contracts) for \$35,000 or more must be publicly bid.
2. Competitive Bids – the issuance of a public bid in accordance with item 1 above must be obtained by the following:
 - Before the bidding process begins, the department head must first determine the availability of funding and the budget account to be charged.
 - A determination should be made if the goods or services can be acquired through state or county contracts. If a state or county contract is available for the item or service to be purchased, the city should use the available contract thus saving time and procurement costs.
 - When no state or county contract is available, detailed specifications must be written for distribution to each potential bidder.
 - If a bid is to be let on a best value basis the specifications must so indicate and must include the factors that will be considered and the method used to analyze and determine the best value vendor.
 - Best value cannot be used for public works contracts that are covered under prevailing wage provisions of article 8 of the Labor Law such as for building construction.
 - The bid documents and any other information, specifically the budget account, must be delivered to the Purchasing Agent. The Purchasing Agent will administer and coordinate the bid process. The Purchasing Agent and a representative from the department requesting the bid (when necessary) will open and record all bids received.
 - The department head will review the bids submitted for compliance with the specifications in the bid documents.
 - Upon reviewing the bids, the department will make a written recommendation to the Purchasing Agent as to which bidder is the lowest responsible bidder (meets all of the specifications and provides the lowest price).
 - Best value bids must also include a cost benefit analysis of the non-price factors and indicate why the best value vendor is being selected.
 - The Purchasing Agent, if in concurrence with the department head, will submit a recommendation to the City Council that the bid be awarded to the lowest responsible bidder or the bidder providing the best value to the city.
 - Once awarded by the City Council, the Purchasing Agent will issue a purchase order to the selected vendor.
3. If a determination is made that the purchase of goods and/or services are not subject to the competitive bidding requirements of General Municipal Law Section 103 then the following methods of purchase must be utilized:

CITY OF GLEN COVE PROCUREMENT PROCEDURES

- Estimated amount of purchase contracts for goods or services

\$.00 - \$ 999.99

\$ 1,000.00 - \$ 4,999.99

\$ 5,000.00 - \$ 9,999.99

\$ 10,000.00 - \$ 19,999.99

Method

No quotes or PO

Purchase order required, three documented phone quotes

Three written/fax quotes & PO

Three written /fax quotes made in response to uniform specifications & PO.

- Estimated amount of public works contracts for goods and services:

\$.00 - \$ 999.99

\$ 1,000.00 - \$ 4,999.99

\$ 5,000.00 - \$ 14,999.99

\$ 15,000.00 - \$ 34,999.99

Method

No quotes or PO

Purchase order required, three documented phone quotes

Three written/fax quotes & PO

Three written /fax quotes made in response to uniform specifications & PO.

4. For purchases under \$1,000, it is not necessary to obtain any quotes or submit any requisitions. A properly completed city claim form must be submitted along with the original invoice, delivery receipts or packing lists from the vendor. The department head authorizing the purchase must sign the claim form and must indicate a properly funded budget code for the purchase to be charged.
5. For purchases in excess of \$1,000, a Purchase Order will be required to insure that sufficient budgeted funds are available to cover the purchase. The following steps are to be followed in requesting a Purchase Order:
 - A written Purchase Requisition must be submitted to the Purchasing Dept.
 - The requisition must include, as required in item 3 above, copies of all the quotes obtained. If you cannot obtain the required number of quotes, the names of the vendors where quotes were attempted and an explanation as to why you could not obtain the required number of quotes must accompany the requisition.
 - Requisitions written on a best value basis, whether based on a formal bid or quotes, must include the analysis used to determine the best value vendor.
 - The department head must authorize the purchase by signing the requisition in the appropriate location.
 - An appropriate budget code that is sufficiently funded must be indicated.
6. Once the Purchasing Department receives a properly completed and supported Purchase Requisition, a Purchase Order will be issued. A copy will be sent to the requesting department at which time the department can then place the order. The Purchasing Agent will send a confirmation copy of the purchase order and a payment voucher to the vendor.
7. Upon receipt of an invoice from the vendor, the department head is to submit a City Claim Voucher with the original invoice, purchase order and packing list attached to the City Controller's office for review and payment. The Claim Voucher must include the Purchase Order number, the budget code to be charged, and must be signed by the Department Head

**CITY OF GLEN COVE
PROCUREMENT PROCEDURES**

certifying that the goods and/or services have been properly received or delivered in accordance with specifications detailed in the bid or quotes received.

- 8. Annual Purchase Orders – are required to quotes or bids based on amounts as listed above. Prices can be held at certain price for more than one year if vendor is in agreement. Should be set up for vendors that have recurring monthly charges (i.e. pagers, cell phones, copy machines etc). A single purchase order should be established that would cover the cost for the entire year. If numerous small purchases are to be made from a single vendor, a purchase requisition should be submitted for that vendor at the beginning of the year, with the estimated amount that will be expended with in a four (4) month period. At the end of the four-month period, a new requisition must be submitted with an estimated amount that will be expended over the next four-month period. These blanket purchase orders will expire at the end of ever four-month cycle and will only be renewed and extended if a new requisition is received.**



Nassau County Interim Finance Authority

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

1. Vendor: City of Glen Cove

2. Amount requiring NIFA approval: \$200,000.00

Amount to be encumbered: \$200,000.00

Slip Type: New

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

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

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

3. Contract Term: to 5 years from execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

X

Grant Fund (GRT)

Other

Federal %

0

State %

0

County %

100

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? Yes

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

The County will provide \$200,000 in Capital Funds to the City of Glen Cove for the purchase of 20 SCBA units and related items

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.

CNOLAN

07/08/2026

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

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

1. Name of the Entity: CITY OF GLEN COVE

Address: 9 Glen St. Glen Cove NY 11542

City: glen cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 11-6000350

3. Type of Business: Other (specify) Municipality

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):

7 File(s) uploaded: 2020 List of Principals.pub, 2022 List of Principals.pdf, 2023 List of Principals.pdf, 2024 List of Principals.pub, 2025 List of Principals.pdf, 2025 List of Principals.pdf, 2026 List of Principals.pdf

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.

None, City municipality

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 ☒

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

none

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

none

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

none

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:

Stephanie Soter [SSOTER@GLENCOVENY.GOV]

Dated: 01/20/2026 11:50:25 am

Title: Fiscal Coordinator

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.

City of Glen Cove Senior Center

List of Principals

