



Certified:

168-20

NIFS ID:CFCE19000028 Department: County Executive

Capital: X

SERVICE: Fencing and Irrigation

Contract ID #:CFCE19000028

NIFS Entry Date: 17-JUL-19

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: Inc. Village of Kensington	Vendor ID#: 116000845
Address: 2 Nassau Drive Great Neck, NY 11021	Contact Person: Susan Lopatkin
	Phone: 516-482-4409

Department:	
Contact Name: Priscilla Quansah	
Address: 1550 Franklin Avenue Mineola, NY 11501	
Attn: Legislator Birnbaum	
Phone: 516-571-4852	

Routing Slip

Department	NIFS Entry: X	17-JUL-19 -- MREYNOLDS
Department	NIFS Approval: X	25-JUL-19 -- KHORST
DPW	Capital Fund Approved: X	12-AUG-19 -- RDALLEVA
OMB	NIFA Approval: X	24-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	06-NOV-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	26-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	26-JUL-19 -- DMCDERMOTT
CPO	Approval: X	01-APR-20 -- KOHAGENCE

DCEC	Approval: X	02-APR-20 -- JCHIARA
Dep. CE	Approval: X	03-APR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	07-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The County will provide \$30,000 in Capital Funds to the Village for beautification projects within the village.
Method of Procurement: Pursuant to Article 9, §1 of the NYS Constitution and Article 5-G of the General Municipal Law, the County may enter into intergovernmental agreements. This inter-municipal agreement is between the County and the Village.
Procurement History: none
Description of General Provisions: This item is an inter-municipal agreement (IMA) between the County of Nassau (the County) and the Village of Kensington.
Impact on Funding / Price Analysis: The County will commit \$30,000 in Capital Funds to support this project.
Change in Contract from Prior Procurement: The District has determined that this is a Type II Action under Section 617.5 © 25.
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/99206/00004	\$ 30,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	00004	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	99206	Capital	\$ 30,000.00			\$ 0.00
Detail:	010	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 30,000.00		TOTAL	\$ 30,000.00
RENEWAL						
% Increase						
% Decrease						

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF KENSINGTON IN RELATION TO A PROJECT TO INSTALL AUTOMATIC IRRIGATION ON PARKLAND ABUTTING MIDDLE NECK ROAD AND TO INSTALL FENCING ON MIDDLE NECK ROAD.

APPROVED AS TO FORM

Dennis F. McDermott
Deputy County Attorney

WHEREAS, the County of Nassau (the "County") and the Village of Kensington (the "Village") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the County share resources in the undertaking of municipal projects and other purposes through joint projects or programs with other municipalities and districts ("Project"); and

WHEREAS, the Village is interested in undertaking a project to install automatic irrigation on parkland abutting Middle Neck Road and to install fencing on Middle Neck Road (the "Project"); and

WHEREAS, the County and the Village 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 Agreement, on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village, in relation to the aforesaid Project; and be it 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 Section 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.



Nassau County Interim Finance Authority

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

1. **Vendor:** Inc. Village of Kensington

2. **Dollar amount requiring NIFA approval:** \$30000

Amount to be encumbered: \$30000

This is a 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: 5 years from execution**

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The County will provide \$30,000 in Capital Funds to the Village for beautification projects within the village.

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

Nassau County Attorney as to form

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	Date	Amount

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

24-MAR-20

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.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Village of Kensington

CONTRACTOR ADDRESS: 2 Nassau Drive, Great Neck, NY 11021

FEDERAL TAX ID #: 116000845

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. **Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. **Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. **Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

C-11-19
Date

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

COUNTY OF NASSAU

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

1. Name of the Entity: Village of Kensington

Address: 2 Nassau Drive

City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11021

Country: _____

2. Entity's Vendor Identification Number: 116000845

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):

2 File(s) uploaded Village of Kensington.docx, Village of Kensington.docx

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

none, municipality

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

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

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):

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

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

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

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

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

Melissa R. McComb [VILLAGECLERK@VILLAGEOFKENSINGTONNY.COM]

Dated: 10/24/2019 10:05:09 AM

Title: Village Clerk Treasurer

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.

Village of Kensington

Mayor: Susan Lopatkin: 5 Greenacre Court – Great Neck, NY 11021

Deputy Mayor: Darren Kaplan: 39 North Drive – Great Neck, NY 11021

Trustee: Alina Hendler: 69 Beverly Rd – Great Neck, NY 11021

Trustee: Jeffery Greener: 80 Arleigh Rd – Great Neck, NY 11021

Trustee: Phil Bornstein: 67 Beverly Rd – Great Neck, NY 11021

**Incorporated Village of Kensington
2 Nassau Drive
Great Neck, New York 11021**

SEQRA RESOLUTION

WHEREAS, the Village of Kensington has applied for a SAM Grant to construct a gazebo and walkway in the Village Green, across from the Police Station; and

WHEREAS, the Village of Kensington has also applied for a grant from the Nassau County Community Revitalization Program for plantings and irrigation in or around the new gazebo and Village Hall, and for fencing for the Village Park; and

WHEREAS, the proposed action as described herein is a Type II action that does not require any further environmental review in accordance with Title 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act – SEQRA) of the *Environmental Conservation Law*;

NOW, THEREFORE, BE IT

RESOLVED, that the Village Board of Trustees adopts a resolution finding that the proposed action is a Type II action under SEQRA that does not require any further environmental review.

VOTING:

AYES: Susan Lopatkin, Mayor
Darren Kaplan, Deputy Mayor
Alina Hendler
Jeffrey Greener
Neil Garfinkel

NOES: None
Absent: None

Approved: May 22, 2019

Filed in the Village Clerk's Office on May 22, 2019



Nassau County Legislature

Memo

To: Hon. Jack Schnirman, Nassau County Comptroller

From: William Biamonte, Chief of Staff, Minority Legislature, Nassau County Legislature

CC:

Date: 06/11/2019

Re: Community Revitalization Program: Village of Kensington Planting, Irrigation and Fencing

Pursuant to the requirement of your office please accept this as an explanation of why three proposals were not sought for this agreement.

This is not a contract but is rather an Inter-Municipal Agreement with an entity that was established to provide municipal services for a particular area of Nassau County.

This entity is not the sole entity with which Nassau County can deal for these publicly provided services in the particular area, in concern with the respective Nassau County offices and departments. There is no other entity to solicit for a competing proposal.

A handwritten signature in black ink, appearing to read "William Biamonte", written over a horizontal line.

William Biamonte
Chief of Staff for the Minority Legislative Caucus
Nassau County Legislature

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE
VILLAGE OF KENSINGTON 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 COUNTY of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "COUNTY") and the VILLAGE OF KENSINGTON having its principal offices at 2 NASSAU DRIVE, GREAT NECK, NEW YORK 11021 ("VILLAGE").

WITNESSETH:

WHEREAS, it is in the best interests of the COUNTY and the VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE, 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 VILLAGE will undertake a project to add automatic irrigation to the most visible planting areas of the parkland abutting Middle Neck Road and to install fencing to match that on Middle Neck Road in furtherance of the COUNTY's goal of public

beautification, economic development, and providing residence with recreational areas ("Project"). The VILLAGE 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 THIRTY THOUSAND DOLLARS (\$30,000.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE 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 VILLAGE 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 VILLAGE shall (i) as between the COUNTY and the VILLAGE, 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 VILLAGE 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 VILLAGE 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 VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The COUNTY and the VILLAGE 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 VILLAGE is bound by and shall comply with the terms of Appendices 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 VILLAGE 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 VILLAGE 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 VILLAGE or any agent of the VILLAGE 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 VILLAGE shall, upon the COUNTY's demand and at the COUNTY's direction, promptly and diligently defend, at the VILLAGE'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 VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE 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 VILLAGE, or between the VILLAGE 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 VILLAGE 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 VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

IN WITNESS WHEREOF,

VILLAGE OF KENSINGTON

By Melissa R. McCorb Date 5/30/19

COUNTY OF NASSAU

By _____ Date _____
Deputy COUNTY Executive

Print Name _____

EXECUTE in BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 30th day of May in the year ~~2016~~²⁰¹⁹ before me personally came Melissa R. McComb 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.

Denise M. Knowland

NOTARY PUBLIC

Denise M. Knowland
Notary Public - State of New York
No. 01KN6180794
Qualified in Nassau County
My Commission Expires Jan. 22, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ___ day of _____ in the year 2016 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

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 VILLAGE 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.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a COUNTY Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
 - m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any COUNTY Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the VILLAGE 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, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the COUNTY Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the COUNTY Contract.
- f. Proof or affidavit that negotiations were held in 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 VILLAGE 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.



County Executive
Edward P. Mangano

NASSAU COUNTY COMMUNITY REVITALIZATION PROGRAM (CRP) PROJECT APPLICATION

Please complete the entire application.

1. Date:

2. (a) Legislator: *Ellen Benkaum*

(b) Legislative aide:

(c) Office phone: *Beautification to include*

3. Project title: *Fencing and irrigation*

4. (a) Project Description. The project must be a capital project with an expected useful life of at least five (5) years.¹ Please be specific. *See attached letter*

(b) County purpose. The project must have a county purpose as authorized by law. Typical joint capital projects with a municipality or district include parks, recreation, athletic fields, playgrounds, golf facilities, pools rinks, preserves, and other park-like recreational facilities open to County residents; certain public libraries; public museums and zoos; public monuments and memorials; firefighting equipment and apparatus in furtherance of the County's mutual aid program; and streetscapes. Please identify the County purpose furthered by this project and/or describe which County department or agency is expected to make use of the facility or facilities funded by

this project *The village park and plantings are visible to everyone in the great neck peninsula of approximately 45,000 people. Thousands of motorists a year pass on middle neck road - this project beautifies this area of the county.*

5. Funds requested:

\$ 30,000

6. Name of municipality or district that will enter into an inter-municipal agreement with the County with respect to the project (e.g., school district, fire district, town, village, etc.):
Village of Kensington

¹ The ability of the County to finance a proposed project under applicable law is subject to review by the Office of the County Attorney.



County Executive
Edward P. Mangano

7. Principal office address of such municipality or district: (in #6).

2 Nassau Drive
Great Neck NY 11021

8. Full name of facility or facilities that would benefit from the project (e.g., "Thomas Jefferson High School"):

Village of Kensington Park and
municipal building

9. (a) Address (location) of facility or facilities (in #8) that would benefit from the project:

2 Nassau Drive
Great Neck NY 11021

(b) If applicable, describe the project location with reasonable specificity (e.g., interior or exterior of school

building/grounds, location of school sports field, etc.) Perimeter of Village Park, (fence)
and plantings around gazebo and Village Hall
irrigation

10. Photocopies of relevant supporting documentation in connection with the proposed CRP project should be attached to this application.

Are copies of relevant documentation attached? Yes No

photos attached

11. SEQRA Compliance

As you are aware, when the County undertakes a joint project with a municipality or district, both the County and the municipality/district must comply with the applicable provisions of the N.Y. State Environmental Quality Review Act and accompanying regulations (SEQRA). Please note that the inter-municipal agreement with the County will include a provision whereby the municipality/district represents and warrants that it has completed its SEQRA review with regard to the project and has provided the County with documentation evidencing such compliance

Approved in concept by:

Date:

12/7/18

This application, if and when signed, is merely a non-binding internal approval of the project's concept by the administration and does not constitute a contract. It shall only authorize the drafting of an inter-municipal agreement by the administration and its routing to appropriate staff. County participation in the project can only be authorized by an inter-municipal (or similar) agreement, subject to all necessary legal approvals, including, but not necessarily limited to, those of the County Legislature and the County Executive.

NOVEMBER 2018
FENCING AND IRRIGATION GRANT REQUEST
VILLAGE OF KENSINGTON

Plantings and beautification in our public spaces have been a big priority for our village. Last year we received a grant from Nassau County for plantings around the village hall and parking lot as well as other very public locations throughout the village. We have done additional plantings and beautification and further enhancements in and around the new gazebo on our "village green"—the parkland abutting Middle Neck Road.

Our request for this grant is twofold. Firstly, to add automatic irrigation to the most visible of these planting areas, and secondly, to replace the straggly hedges along the park perimeter with sections of fencing to match that on Middle Neck Road.

This summer we lost many trees and flowers since there is no irrigation system in place for many of these locations. We propose therefore to install irrigation for the areas by the village hall, and the areas surrounding the village gazebo. In addition, also to enhance the parkland area, also known as the "village green", we propose to remove the unsightly and ragged hedges which surround the park along Nassau Drive, and replace with a matching fence that already exists on the Middle Neck Road side of the park. The hedges are very old, sparse and are in poor condition.

The "village green" is approximately 2 acres and is a beautiful and natural location within Great Neck, accessible to all, and used for many purposes including ball playing, sitting, and walking. With the addition of a gazebo in 2018, it is even more of a destination for people who are walking in the community and looking for respite from excessive heat or inclement weather. It is visible to all Great Neck residents and visitors, as it abuts Middle Neck Road which is the main North/South artery through the Great Neck peninsula. It would be a shame to lose the beautiful plantings that have been made over the last few years due to dry summers and lack of irrigation. The village hall sits adjacent to the village green, and the plantings from last year similarly add beauty to that area of the park. For the same reasons, it would be sad to lose the enhancements which were made last year due to inability to water and care for the plantings.

Similarly, completing the fencing to replace the old and ragged bushes would further enhance this beautiful parkland for all to enjoy.

VILLAGE OF KENSINGTON

PROCUREMENT POLICY

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid, and

WHEREAS, comments have been solicited from all officers in the Village involved in the procurement process, now, therefore, be it

RESOLVED, that the Village does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

PROCUREMENT POLICY FOR THE VILLAGE OF KENSINGTON

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000.00 and public works contracts under \$35,000.00, emergency purchases, certain municipal hospital purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and County contracts; and surplus and second-hand purchases from another governmental entity.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate or the individual can choose to use the "Best Value" option. "Best Value" allows the individual to award a contract to the offeror which optimizes quality, cost and efficiency among responsive and responsible offerors. To participate in this practice the individual must be prepared to show that 1.) The offeror is responsive and responsible 2.) local officials applied objective and quantifiable standards, whenever possible, to determine that the offer optimizes quality, cost and efficiency. The individual must also show the relative importance or weighting of price and non-price factors.

2. All good and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts under \$20,000.00 and public works contracts under \$35,000.00; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law; goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103 (3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy:

3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

<u>Estimated Amount of Purchase Contract</u>	<u>Method</u>
\$250.00 - \$9,999.00	2 verbal quotations
\$10,000.00 - \$19,999.00	3 written/fax quotations or Written request for proposals

<u>Estimated Amount of Public Works Contract</u>	<u>Method</u>
\$250.00 - \$9,999.00	2 verbal quotations
\$10,000.00 - \$19,999.00	2 written/fax quotations
\$20,000.00 - \$34,999.00	3 written/fax quotations or Written request for proposals

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

4. Documentation is required of each action taken in connection with each procurement.

5. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

6. Pursuant to General Municipal Law Section 104-b (2) (f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village to solicit quotations or document the basis for not accepting the lowest bid:

a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgement, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the BOARD OF TRUSTEES shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and /or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103 (4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.

d. Goods or services under \$250.00. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.

7. This Policy shall go into effect January 1, 1992 and will be reviewed annually.

Updated October 20, 2017