

Intro. Res. No. 1543-2009
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 6/9/2009

**RESOLUTION NO. 564 -2009, AUTHORIZING THE
EXTENSION OF THE LEASE OF PREMISES UTILIZED BY THE
SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE**

WHEREAS, the Suffolk County District Attorney's Office has operated a base of operations in eastern Suffolk County for investigative purposes and is desirous of remaining in that location; and

WHEREAS, the County entered into a Lease with the current landlord, Golfo Development Corp., which expired on August 31, 2008; and

WHEREAS, the County utilizes this facility for the operations for which the Department is charged; and

WHEREAS, the landlord and the County have agreed to terms to extend the lease through May 31, 2014; and

WHEREAS, the Space Management Steering Committee recommended the approval of this lease on April 30, 2009; and

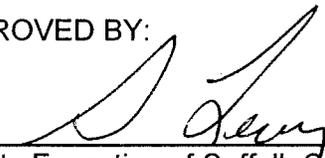
WHEREAS, sufficient funds are included in the 2009 Operating Budget for lease payments to be made in connection with the premises; now, therefore be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a five (5) year Lease in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED: June 23, 2009

APPROVED BY:


County Executive of Suffolk County

Date: 7-6-09

FR-1543-09

1543

THIS IS
PRIVATE and
CONFIDENTIAL
INFORMATION.
AND IS NOT TO
BE GIVEN OUT
OR SCANNED TO
THE INTERNET!

May 15, 2009

Golfo Development Corp.
c/o Anthony Golfo
131 Riley Avenue
Calverton, NY 11933

PRIV
Our Le

IN

Gentlemen:

This "Letter Agreement" serves to confirm the agreement between Golfo Development Corp., as "Landlord" and the County of Suffolk, as "Tenant," to extend the Lease Agreement, dated August 22, 2003 ("Lease"), between the parties, for the above referenced premises, which lease expired August 31, 2008. In consideration of the mutual covenants contained herein and other valuable consideration, the Lease is hereby amended as follows, effective May 1, 2009:

Extension Term: the Lease Term is hereby extended five (5) years, commencing May 1, 2009 through and including April 30, 2014.

Rent: "Annual Base Rent" for the Premises for the first year of the Extension Term shall be \$79,328.

Escalation: Commencing on May 1, 2010, and on each anniversary date thereafter, Annual Base Rent shall increase by three percent (3%) over the Annual Base Rent in the preceding year. Total Annual Base Rent for the Term of this Lease extension shall be as follows:

Total Annual Rent for the Premises

Year 1	\$79,328.00	Year 2	\$81,696.00
Year 3	\$84,138.00	Year 4	\$86,654.00
Year 5	\$89,244.00		

Renovations: Landlord and Tenant agree that, except as otherwise agreed to by the parties and reduced to writing, Tenant is renting the Premises in their "AS IS" physical condition.

Suffolk County Laws: The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit A** and made a part hereof.

No Broker: Tenant warrants and represents to Landlord that there was no broker instrumental in bringing about or consummating this Letter Agreement.

Conflict: If any terms of this Letter Agreement are in conflict with the Lease, the terms of this Letter Agreement shall control;

Survival: All other provisions of the Lease, as modified by this Letter Agreement, shall remain in full force and effect;

Interpretation: This Letter Agreement is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Letter Agreement to be drafted.

Confidentiality: Landlord understands that the Premises are being leased in connection with covert law enforcement operations conducted by the District Attorney. Landlord agrees not to disclose the fact that the County or the District Attorney are a party to the Lease and Letter Agreement, nor shall Landlord disclose any information relating to the confidential nature of the operations conducted at the Premises.

Cancellation: In the event the covert status of the operations conducted at the Premises are comprised such that the Premises can no longer be used for their intended purposes, as determined in the sole discretion of the Tenant, Tenant may exercise the option to cancel the Lease, as extended by this Letter Agreement, by providing Landlord at least one hundred and twenty (120) days prior, written notice by certified mail, return receipt requested, of the intent to exercise this option. If the Extended Term of the Lease is terminated as set forth herein, the Lease and the Extended Term shall expire as fully and completely as if such earlier date were the date herein originally fixed for the expiration of the term.

In the event the foregoing accurately sets forth the terms of our understanding, please counter-sign the enclosed seven (7) sets of this letter, and have the same notarized before a Notary Public. Kindly return six (6) executed originals to this office in the envelope provided, retaining one

original for your files. A fully executed original will be provided once the County Legislature has approved the Letter Agreement

Thank you for your cooperation on this matter. Should you have any further questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

NICK ANASTASI

WHEREOF, the parties hereto have caused this Letter Agreement to be executed and delivered as of the date first set forth above.

APPROVED AND AGREED:

COUNTY OF SUFFOLK
TENANT

GOLFO DEVELOPMENT CORP.
LANDLORD

By: _____
Name:
Title: Deputy County Executive
Date:

By: _____
Name: Anthony Golfo
Title:
Date:

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney
Date:

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2009 before me, the undersigned, personally appeared *Anthony Golfo*, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2009 before me, the undersigned, personally appeared _____, *Deputy County Executive*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A
SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers, (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347; Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the

contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

- Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"
- "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us) <<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on June 23, 2009 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

Clerk of the Legislature

Intro. Res. 1543Res. No. 564

June 23, 2009

Motion:Romaine, Schneiderman, Browning, Beedenbender, Losquadro
Eddington, Montano, Alden, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper**Co-Sponsors:**Romaine, Schneiderman, Browning, Beedenbender, Losquadro
Eddington, Montano, Alden, Lindsay, Viloria-Fisher, Barraga.
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper**Second:**Romaine, Schneiderman, Browning, Beedenbender, Losquadro
Eddington, Montano, Alden, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Brian BEEDENBENDER					
6	Daniel P. LOSQUADRO					
7	Jack EDDINGTON					
9	Ricardo MONTANO					
10	Cameron ALDEN					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
14	Wayne R. HORSLEY					
15	DuWayne GREGORY					
16	Steven H. STERN				/	
17	Lou D'AMARO					
18	Jon COOPER					
5	Vivian VILORIA-FISHER, D.P.O.					
8	William J. LINDSAY, P.O.					
	Totals	17	1		1	

MOTION
<input checked="" type="checkbox"/> Approve
___ Table: _____
___ Send To Committee
___ Table Subject To Call
___ Lay On The Table
___ Discharge
___ Take Out of Order
___ Reconsider
___ Waive Rule _____
___ Override Veto
___ Close
___ Recess
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
___ NOT ADOPTED

Roll Call _____ Voice Vote

Tim Laube, Clerk of the Legislature