Intro. Res. No. 1110-2011 Laid on Table 2/1/2011
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 134-2011, AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED AT 32 JACKSON AVE., HAMPTON BAYS, NY FOR USE BY SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE

WHEREAS, the Suffolk County District Attorney's Office currently occupies 2,198 square feet of office space, owned by the Town of Southampton, located at 32 Jackson Ave., Hampton Bays, NY pursuant to a lease which expired on October 31, 2010; and

WHEREAS, and the County's District Attorney's Office utilizes this facility for administrative purposes in serving the Town of Southampton and its constituents and is desirous of remaining in that location; and

WHEREAS, the Town has expressed its willingness to renew the lease at 32 Jackson Ave. for five (5) years, through October 31, 2015, with annual rent escalations of three percent (3%); and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its November 18, 2010 meeting; and

WHEREAS, sufficient funds are included in the 2011 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 Lease for five (5) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed; and be it further

3rd **RESOLVED**, annual rent for the Premises shall be $35,168, through the period commencing November 18, 2010, through October 31, 2011. Commencing on November 1, 2011, and on each November 1st thereafter, annual rent shall increase by three percent (3%) over the annual rent in the preceding year.

DATED: MAR 0 8 2011

APPROVED BY:

County Executive of Suffolk County

Date: MAR 2 3 2011

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 March 8, 2011 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.

Tim Laube

Clerk of the Legislature

Intro. Res. 1110 Res. No. 134 March 8, 2011

Motion:
Romaine, Schneiderman, Browning, Muratore,
Eddington, Montano, Cilmi, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:
Romaine, Schneiderman, Browning, Muratore,
Eddington, Montano, Cilmi, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:
Romaine, Schneiderman, Browning, Muratore,
Eddington, Montano, Cilmi, 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	Thomas MURATORE	✓				
6						
7	Jack EDDINGTON	✓				
9	Ricardo MONTANO	✓				
10	Thomas CILMI	✓				
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	16	—	—	1	—

MOTION	
X	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 X FAILED ____

No Motion ___ No Second ___

RESOLUTION DECLARED	
X	ADOPTED
	NOT ADOPTED

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call ___ Voice Vote X

AGREEMENT OF LEASE

between

TOWN OF SOUTHAMPTON

as LANDLORD

and

COUNTY OF SUFFOLK

as TENANT

Date for Reference Purposes: January 5, 2011

Premises: 32 Jackson Avenue, Hampton Bays, New York 11946

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B - Landlord - Tenant Responsibilities

C - Legislative Requirements

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") made as of the ___ day of _____, 2011, between the TOWN OF SOUTHAMPTON, a municipal corporation having its principle offices at 116 Hampton road, Southampton, New York 11968 ("LANDLORD"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("TENANT" or "County"), acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980.

WHEREAS, TENANT currently occupies space for use by the Suffolk County District Attorney's Office, which lease has expired; and

WHEREAS, the COUNTY is desirous of continuing to utilize the current space; and

WHEREAS, the terms and conditions for the lease of premises identified as 32 Jackson Avenue, Hampton Bays, New York 11946 was recommended by the Space Management Steering Committee for approval by the County Legislature;

NOW, THEREFORE, LANDLORD and the COUNTY, in consideration of the mutual covenants contained herein, hereby enter into a lease for the Demised Premises upon the terms, covenants and conditions set forth below:

W I T N E S S E T H:

SECTION 1. DESCRIPTION

Section 1.01 LANDLORD currently leases and, in consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, hereby agrees to continue to lease to TENANT approximately 2,198 square feet of office space located on the first floor of the modular structure at 32 Jackson Avenue, Hampton Bays, New York 11946 and related common areas, facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the Floor Plan attached hereto as **Exhibit A**, (referred to hereinafter as the "Demised Premises") and further identified as a portion of:

S.C. Tax Map No.	Dist.	Sect.	Blk	Lot
	900	205	1	p/o 2

SECTION 2. PURPOSE

Section 2.01 TENANT is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution No. ____ - 2011, dated the ____ day of _____, 2011 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LANDLORD has examined the Resolution and is fully aware of its intended purpose. COUNTY acknowledges and agrees to use the Premises as specified in the Resolution for office space for the Suffolk County district Attorney, or other lawful municipal purpose.

Section 2.02 LANDLORD warrants that it holds such title to or other interest in the Demised Premises and other property as is necessary to give and fully provide the TENANT with access to the Demised Premises and full use and enjoyment thereof in accordance with the provisions of this Lease.

Section 2.03 LANDLORD warrants that the intended use of the Demised Premises is a permitted use under LANDLORD's title to the Demised Premises and that LANDLORD knows of no covenant, restriction, or other agreement which would prevent such use or occupancy. LANDLORD further certifies that no covenants, restrictions, or other impediments to title have been added since the date of the issuance of the title insurance policy.

SECTION 3. TERM

Section 3.01 The term of this Lease shall commence on November 1, 2010 (the "Commencement Date") and shall expire five (5) years later on October 31, 2015 (the "Expiration Date"), or on such earlier date as this Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a "Business Day" defined below, then this Lease shall end on the next Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Day" means any day except a Saturday, a Sunday, or any day on which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Premises for the first year of the Term shall be $35,168.00, beginning on the Commencement Date. Annual Rent shall include all expenses of the Demised Premises including, but not limited to, taxes, insurance, maintenance, and common area charges.

Section 4.02 Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by 3% over the Annual Rent in the preceding year.

Section 4.03 Added to Annual Base Rent shall be the fixed amount of $1,200 per year as "Custodial Charges." Services which are to be provided in exchange for payment of Custodial Charges shall be in accordance with the cleaning specifications attached hereto as **Exhibit C**, hereinafter called "Custodial Services".

Section 4.04 The sum of the amounts set forth in *Sections 4.01, 4.02, and 4.03,* Total Annual Rent for the Term of the Lease, unless terminated earlier, shall be as follows:

Annual Base Rent for the Premises	
Year 1	$36,368.00
Year 2	$37,423.00
Year 3	$38,510.75
Year 4	$39,629.00
Year 5	$40,782.00

Section 4.04 Annual Rent for the Demised Premises shall be payable by TENANT to LANDLORD, at LANDLORD's address first set forth above, or at such other place designated by LANDLORD in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, except, however, the first monthly payment shall be payable within thirty (30) days of TENANT's receipt of a signed voucher, in accordance with *Section 4.06* below. Partial months shall be prorated.

Section 4.05 The Commencement Date set forth at *Section 3.01* shall be the operative determinant for annual rent escalations without regard or reference to the date of TENANT's taking of actual possession and/or occupancy.

Section 4.06 LANDLORD recognizes that TENANT is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Total Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LANDLORD submit vouchers provided by TENANT for the payment of Total Annual Rent hereinabove provided, and any other reasonable documentation as may be required by TENANT for payment of Expenses, as defined in *Section 4.06*, or other charges under the terms of this Lease. LANDLORD hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by TENANT's Department of Audit and Control within one hundred eighty (180) days following the end of the calendar year in which such cost or expense relating to the request for payment was incurred. TENANT agrees to deliver vouchers to LANDLORD at least ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days following the end of the calendar year in which such cost or expense was incurred shall constitute grounds for the TENANT to deny payment for the same. If TENANT fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to TENANT shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights pursuant to **Section 25**. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TENANT. By submitting completed vouchers for Annual Rent, LANDLORD shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year.

Section 4.07 Any sums, charges, fees, expenses, or amounts to be paid by TENANT pursuant to the provisions of this Lease, other than Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by TENANT to LANDLORD, as additional rent, within sixty (60) days after LANDLORD gives TENANT written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by TENANT, for the amount of such Expense, unless otherwise provided in this Lease. LANDLORD shall have the same rights and remedies upon TENANT's failure to pay Expense as for the non-payment of the Annual Rent and TENANT's obligations to make adjustments of Expenses referred to in this Lease, shall survive any expiration or termination of this Lease.

SECTION 5. UTILITIES

Section 5.01 Provided the TENANT is not in default under any of the covenants of this Lease, LANDLORD shall provide, at LANDLORD's sole cost and expense, during "Working Hours" (Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 1:00 p.m.,

holidays excepted: (a) heat to the Demised Premises when and as required by law; (b) water for ordinary lavatory purposes; and (c) air conditioning/cooling at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities at suitable locations will be furnish during Working Hours when it may be required for the comfortable use and occupancy of the Demised Premises by the TENANT, (d) electricity to the Demised Premises

Section 5.02 All costs, fees, and charges for telephone/data services for the Premises during the Term, together with any taxes thereon, shall be a TENANT charge and shall be paid by TENANT directly to the applicable utility. Any utility connections required to be made for TENANT's use following the Commencement Date shall be a TENANT charge. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**.

SECTION 6. CONDITION OF PREMISES

LANDLORD and COUNTY acknowledge and agree that COUNTY has used and occupied the Premises for a continuous period and the COUNTY hereby accepts the Premises in their "as is" condition.

SECTION 7. PREVAILING WAGE

Section 7.01 Any construction or reconstruction of the Premises constitutes a public works contract under Article 8 of the Labor Law. LANDLORD acknowledges and agrees to comply with the prevailing wage requirements in connection with any construction or reconstruction of the Premises.

Section 7.02 No person performing, aiding in, or assisting in construction or reconstruction of the Premises shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

Section 7.03 LANDLORD is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility of the LANDLORD to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

SECTION 8. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

This Lease is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in **Exhibit C** entitled "Suffolk County Legislative Requirements." In accordance with this law, LANDLORD and any subcontractor or owner, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the construction site at all times. LANDLORD and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the construction site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the construction site during such working hours.

SECTION 9. CARE OF DEMISED PREMISES BY LANDLORD

Section 9.01 Excepting damage arising out of the willful acts or negligence of the TENANT, its officers, employees, agents, or invitees, LANDLORD shall maintain and repair the Premises, including the building, Building Systems, and all equipment, fixtures, and appurtenances furnished by the LANDLORD under this Lease, in good repair and condition, at its own cost and expense.

Section 9.02 TENANT shall give to LANDLORD prompt written notice (notice by fax or e-mail being acceptable) of any accidents, damage, or defects in the roof, the exterior of the building, plumbing, electrical service, electrical lights, HVAC apparatus, or any other building system. Absent misconduct by the TENANT, these defects shall be remedied by LANDLORD.

SECTION 10. INSURANCE

Section 10.01 TENANT shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LANDLORD or, in the event TENANT is requested in writing by LANDLORD, LANDLORD's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and One Million Dollars ($1,000,000.00) per occurrence for property damage, and shall furnish LANDLORD with proof of same.

Section 10.02 Notwithstanding the foregoing, TENANT, at its sole option, subject to TENANT being in full compliance with all applicable New York State, local and federal regulations regarding TENANT's self-insurance program and subject to TENANT's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, TENANT must notify LANDLORD of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 10.03 In the event that a lease is for less than 100% of the building, the TENANT shall only provide liability insurance, naming LANDLORD as an additional insured, for the area which it leases. The LANDLORD is required to provide liability insurance, naming the TENANT as an additional insured, for all common areas or any other areas of the building not leased to the TENANT, including all exterior areas of the Demised Premises such as parking areas and walkways, regardless of whether the areas are designated for the TENANT's use including contractual liability coverage, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and One Million Dollars ($1,000,000.00) per occurrence for property damage.

Section 10.04 All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of LANDLORD during the Term shall be borne by LANDLORD. Any property insurance policy(s) obtained by LANDLORD to cover this exposure shall contain a Waiver of Subrogation against TENANT. Prior to the Commencement Date, LANDLORD must submit to TENANT a current certificate of insurance indicating that such waiver is in full force. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of TENANT located on the DemisedPremises shall be borne by TENANT, and TENANT waives any right of subrogation against LANDLORD with respect to such losses.

SECTION 11. INDEMNIFICATION

Section 11.01 To the extent permitted by law, TENANT shall protect, indemnify and hold harmless LANDLORD and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including reimbursement of the cost of reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of TENANT, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and TENANT's obligations under the Lease; provided, however, that TENANT shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the LANDLORD. TENANT shall defend LANDLORD and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of TENANT, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises and TENANT's obligations under the Lease.

Section 11.02 To the extent permitted by law, LANDLORD shall protect, indemnify and hold harmless TENANT and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including reimbursement of the cost of reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of LANDLORD, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and LANDLORD's obligations under the Lease; provided, however, that LANDLORD shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the TENANT. LANDLORD shall defend TENANT and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of LANDLORD, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises and LANDLORD's obligations under the Lease.

SECTION 12. NEGATIVE COVENANTS

Section 12.01 TENANT shall not use, occupy, maintain, or operate the Demised Premises, nor suffer or permit the Demised Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Demised Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Demised Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Demised Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Demised Premises, (e) cause physical damage to the Demised Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 12.02 TENANT shall not place a load upon any floor or roof of the Demised Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

SECTION 13. LANDLORD'S DEFAULT REMEDIES/DAMAGES

Section 13.01 Upon the occurrence, at any time prior to, or during the Term of the Lease, in addition to any other remedy available to LANDLORD at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

(i) if TENANT shall default in the payment when due of any installment of Annual Base Rent, and any such default continues for ten (10) Business Days, except for January of each calendar year, then if such default in January continues beyond ten (10) Business Days, after LANDLORD shall give TENANT a written notice specifying such default; or

(ii) if TENANT defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within thirty (30) days after LANDLORD gives TENANT written notice specifying same, or, in the case of a default which for causes beyond TENANT's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if TENANT shall not immediately upon the giving of such written notice, (a) advise LANDLORD of TENANT's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same;

the following Sections shall apply and LANDLORD shall have the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LANDLORD shall agree in writing with TENANT that the Event(s) of Default has been cured by TENANT in all respects.

Section 13.02 By notice to TENANT, LANDLORD shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, TENANT's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding LANDLORD's damages and TENANT's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 13.03 Unless and until LANDLORD has terminated this Lease pursuant to *Section 13.02* above, TENANT shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date.

Section 13.04 LANDLORD shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of TENANT's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LANDLORD shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law.

Section 13.05 No delay or forbearance by LANDLORD in exercising any right or remedy hereunder, or LANDLORD's undertaking or performing any act or matter which is not expressly required to be undertaken by LANDLORD shall be construed, respectively, to be a waiver of LANDLORD's rights or to represent any agreement by LANDLORD to undertake or perform such act or matter thereafter. Waiver by LANDLORD of any breach by TENANT of any

covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LANDLORD) or failure by LANDLORD to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LANDLORD's right to have any such covenant or condition duly performed or observed by TENANT, or of LANDLORD's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LANDLORD in respect of such breach or any subsequent breach. LANDLORD's receipt and acceptance of any payment from TENANT which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LANDLORD to recover any payments then owing by TENANT which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Demised Premises because of TENANT's previous default.

Section 13.06 Except for the monetary obligations of either party, LANDLORD and TENANT shall not be in default of this Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Lease.

As used in this Lease, the term "Excusable Delays" means delays arising without the fault or negligence of LANDLORD or LANDLORD's contractors, subcontractors, and suppliers, and shall include, without limitation: Acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of LANDLORD, its contractors, and subcontractors.

SECTION 14. TENANT'S DEFAULT REMEDIES

Section 14.01 In the event of an interruption, curtailment, or failure by LANDLORD to supply cooled or outside air, heat, plumbing or electricity for ten (10) consecutive business days after LANDLORD has received written notice of such interruption, curtailment or failure (except that this *Section 14.01* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of the negligence or failure by LANDLORD to comply with its repair or maintenance obligations regarding such systems, or design inadequacies), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LANDLORD, and (b) the Premises has been placed in a condition where TENANT can not reasonably be expected to continue to use the Premises for its intended purposes, and (c) LANDLORD has not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute a constructive eviction, in whole or in part, and TENANT shall (x) be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored; or (y) entitled to terminate this Lease upon notice to LANDLORD.

Section 14.02 No delay or forbearance by TENANT in exercising any right or remedy hereunder, or TENANT's undertaking or performing any act or matter which is not expressly required to be undertaken by TENANT shall be construed, respectively, to be a waiver of TENANT's rights or to represent any agreement by TENANT to undertake or perform such act or matter thereafter. Waiver by TENANT of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by

TENANT) or failure by TENANT to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of TENANT's right to have any such covenant or condition duly performed or observed by LANDLORD, or of TENANT's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of TENANT in respect of such breach or any subsequent breach. TENANT's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of TENANT to recover any payments then owing by LANDLORD which are not paid in full, nor shall it act as a bar to the termination of this Lease.

SECTION 15. SURRENDER OF DEMISED PREMISES; HOLDOVER

Section 15.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LANDLORD or the TENANT to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

Section 15.02 On the Expiration Date, or upon the earlier termination of this Lease, TENANT shall, at its expense, quit, surrender, vacate, and deliver the Demised Premises to LANDLORD in good order, condition and repair, ordinary wear and tear and damage for which TENANT is not responsible under the terms of the Lease, or damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements therein. TENANT shall, at its expense, remove from the Demised Premises all TENANT's personal property and any personal property of Persons claiming by, through or under TENANT, equipment, furniture, and any Alterations not approved by LANDLORD, and shall repair or pay the cost of repairing all damage to the Demised Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT, which shall remain in the Demised Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by LANDLORD as its property or may be stored or disposed of as LANDLORD may see fit. If property not so removed shall be sold, LANDLORD may receive and retain the proceeds of such sale and apply the same, at LANDLORD's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LANDLORD may be entitled. Any excess proceeds shall be the property of LANDLORD.

Section 15.03 If TENANT shall remain in possession of the Demised Premises after the termination of this Lease without the execution of a new lease, TENANT, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving TENANT's default or preventing LANDLORD from suing to obtain possession, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to one hundred and three percent (103%) of the monthly rent last payable by TENANT prior to the expiration of the Lease.

Section 15.04 The provisions of this **Section 16** shall survive the expiration or earlier termination of this Lease.

SECTION 16. NOTICES

Section 16.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease shall be in writing and shall be given to the TENANT or LANDLORD or their designated representative, by regular or certified mail in postpaid envelope or by a nationally recognized Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to TENANT, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LANDLORD, at LANDLORD's address first above set forth, or at such other address as TENANT or LANDLORD, respectively, may designate in writing.

Section 16.02 **Notices Relating to Termination and/or Litigation:** In the event LANDLORD receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, LANDLORD shall immediately deliver to the TENANT Attorney, at the address set forth above, copies of all papers filed by or against LANDLORD.

a. Any communication or notice regarding termination shall be in writing and shall be given to the TENANT or the LANDLORD or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on TENANT must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

b. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 16.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 17. QUIET ENJOYMENT

LANDLORD covenants that if and so long as TENANT pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term, subject to the provisions of this Lease.

SECTION 18. NO IMPLIED WAIVER

No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no

acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

SECTION 19. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

SECTION 20. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 20.01 In addition to the requirements set forth under **Exhibit C (1)**, LANDLORD represents and warrants that it shall submit to TENANT verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

Section 20.02 LANDLORD acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which TENANT shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LANDLORD has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that TENANT has failed to provide the requisite forms to be completed by LANDLORD upon LANDLORD's request for same. In any event, TENANT agrees to provide LANDLORD with written notice of any anticipated or actual breach of this **Section 20**.

Section 20.03 LANDLORD agrees to notify TENANT in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, TENANT shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of TENANT's discovery of such transfer or conveyance, unless the consent of the TENANT to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the TENANT by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as TENANT may designate in writing. The failure of the TENANT to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the TENANT.

SECTION 21. COOPERATION ON CLAIMS

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Lease.

SECTION 22. MISCELLANEOUS

Section 22.01 Neither LANDLORD nor TENANT shall be permitted to record this Lease or a memorandum thereof.

Section 22.02 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Lease unless specified to the contrary.

SECTION 23. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the TENANT and LANDLORD or to constitute the LANDLORD as an agent or employee of the TENANT.

SECTION 24. BROKER

LANDLORD and TENANT, each to the other, represent and warrant that no or finder took any part in any dealings, negotiations, or consultations with respect to the Demised Premises or this Lease. LANDLORD and TENANT further agrees to indemnify and hold harmless the other against any claim, demand and judgment which may be made or obtained against LANDLORD or TENANT, as the case may be, by any broker claiming a commission for bringing about this Lease.

SECTION 25. CERTIFICATION

The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the TENANT, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

SECTION 26. NOT IN DEFAULT

LANDLORD warrants that, as of the date hereof, it is not in arrears to the TENANT upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the TENANT.

SECTION 27. GOVERNING LAW

This Lease shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 28. WAIVER OF TRIAL BY JURY

It is mutually agreed by and between LANDLORD and TENANT that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Lease, the relationship of LANDLORD and TENANT, the Demised Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 29. SUCCESSORS BOUND

This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 30. TENANT REPRESENTATIVES

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the TENANT are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LANDLORD shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 31. LANDLORD REPRESENTATIVES

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of LANDLORD are acting in a representative capacity for the Town of Southampton and not for their own benefit, and that TENANT shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 32. SUFFOLK COUNTY LAWS

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at **http://legis.suffolkcountyny.gov/.** Click on **"Search the Laws of Suffolk County."**

SECTION 33. APPROPRIATION OF FUNDS

Section 33.01 It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the TENANT beyond the amount of funds appropriated.

Section 33.02 The TENANT reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the TENANT's intent to pay Annual Base Rent each year, for the full Term of this Lease, if funds are legally available therefore and, in that regard, the TENANT represents that the use of the Demised Premises are necessary to its proper, efficient and economic operation. LANDLORD and TENANT understand and intend that the obligation of the TENANT to pay Annual Base Rent hereunder shall constitute a current expense of the TENANT and shall not in any way be construed to be a debt of the TENANT in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the TENANT, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the TENANT.

Section 33.03 Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Annual Base Rent due under this Lease, TENANT shall immediately notify LANDLORD or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the TENANT of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, TENANT agrees to peacefully surrender possession of the Demised Premises to LANDLORD or its assignee on the date of such termination. LANDLORD will have all legal and equitable rights and remedies to take possession of the Demised Premises. Notwithstanding the foregoing, TENANT agrees:

i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Demised Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and

ii) that it will not during the Term give priority in the application of funds to any other functionally similar premises.

iii) This paragraph will not be construed so as to permit the TENANT to terminate this Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Demised Premises are intended.

SECTION 34. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the TENANT for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such umbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 35. PARAGRAPH HEADINGS

The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 36. SEVERABILITY

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 37. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 38. NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

SECTION 39. INTERPRETATION

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

SIGNATURE PAGE FOLLOWS

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

LANDLORD

SHELTAIR ISLIP LLC

By: _____
Name: William McShane
Date: _____
Federal ID No. _____

TENANT

COUNTY OF SUFFOLK

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

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI

Suffolk County Attorney
By: _____
Basia Deren Braddish
Title: Assistant County Attorney
Date: _____

RECOMMENDED
SPACE MANAGEMENT STEERING COMMITTEE
By: _____
Name:
Title: Chairperson
Date: _____

RECOMMENDED
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
By: _____
Name:
Title:

ACKNOWLEDEMENTS FOLLOW

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, 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 individuals(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 2011 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A
FLOOR PLAN

EXHIBIT B
Summary of Landlord-Tenant Responsibilities – Rev 1/09

ITEM	LANDLORD	TENANT
1) UTILITIES – Usage		
A) OIL	X	
B) GAS (If separately metered)	X	
C) WATER (If separately metered)	X	
D) ELECTRICITY (if separately metered)	X	
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT	X	
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BULDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS	X	
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES & SYSTEMS, SEWAGE STRUCTURES & SYSTEMS	X	

ITEM	LANDLORD	TENANT
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL	X	
7) CLEAN WINDOWS – EXTERIOR, 1X/year	X	
8) SHAMPOO CARPETS AND WAX FLOORS (as needed)	X	
9) CARTAGE	X	
A) MEDICAL WASTE	N/A	
10) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLECT)	X	
14) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15) TAXES	N/A	N/A
16) VERMIN AND RODENT EXTERMINATION	X	
17) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR	X	
19) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20) FIRE EXTINGUISHERS – INSTALLATION AND MAINTENANCE	X	
21) FLAG POLE		
22) ELEVATOR REPAIR AND MAINTENANCE	X	

EXHIBIT C
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.

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>. Click on "Laws of Suffolk County" under "Suffolk County Links."*