

Resolution #24

**RESOLUTION OF THE GLEN COVE COMMUNITY DEVELOPMENT AGENCY
AUTHORIZING THE CHAIRMAN AND/OR EXECUTIVE DIRECTOR TO EXECUTE AN
AGREEMENT WITH PKF O'CONNOR DAVIES TO PROVIDE AUDITING SERVICES FOR
THE AGENCY**

WHEREAS the Glen Cove Community Development Agency published a Request for Proposal in the New York State Contract Reporter on 7/8/22 for auditing services with an RFP response date of 8/12/22 and five (5) responses were received. (See attached Audit RFP Summary Sheet dated 9-21-22.)

WHEREAS the Audit/Finance Committee was given each respondent's RFP for review and utilizing an evaluation rating sheet and upon reference check hereby make a recommendation to the board members to award the contract to the accounting firm of PKF O'Connor Davies, who was found to be the most qualified bidder.

BE IT RESOLVED that the Chairman and/or Executive Director are authorized to enter into an agreement with PKF O'Connor Davies for auditing services to both the CDA and Section 8 Housing Choice Voucher Program for the FYE 2022 audit, with the option to renew annually for two subsequent audit years, pursuant to the rates, terms and conditions of the revised proposal dated 8/9/22.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

<u>CDA MEMBERS</u>	<u>VOTING</u>
Chairperson Panzenbeck	AYE
Vice Chair Hartley	AYE
<i>Gigi Ferrante</i>	<i>Absent</i>
Francine Kohler	AYE
Nelson Rivera	<i>Absent</i>
Suzanne White	<i>Absent</i>
Dr. Danielle Willis	AYE

The foregoing Resolution was thereupon declared duly adopted.

GC-CDA 
ENTERED
10-25-22

AUDIT RFP SUMMARY SHEET – 9-21-22 (revised)**

AUDIT FIRM: Cullen & Danowski, 1650 Rte 112, Pt Jefferson Station, NY 11776
Contact: Christopher Reino | Phone: 631-473-3400 x107 | Email: cvr@cdllp.net

	FYE 12/31/22	FYE 12/31/23	FYE 12/31/24	
GLEN COVE IDA AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	
GLEN COVE LEAC AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	
*GLEN COVE CDA AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	*Including Section 8 Year End Closing Report 12/31/22, 12/31/23, 12/31/24
	FYE 3/31/23	FYE 3/31/24	FYE 3/31/25	
GLEN COVE SECTION 8 AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	
TOTAL FEE AUDIT YEAR	\$ 32,000	\$ 34,000	\$ 36,000	

AUDIT FIRM: **PKF O'Connor Davies, 500 Mamaroneck Ave, Harrison, NY 10528
Contact: Robert Daniele | Phone: 914-421-5600 | Email: rdaniele@pkfod.com

	FYE 12/31/22	FYE 12/31/23	FYE 12/31/24	
GLEN COVE IDA AUDIT	\$ 10,000	\$ 11,000	\$ 12,000	
GLEN COVE LEAC AUDIT	\$ 3,500	\$ 3,500	\$ 3,500	
*GLEN COVE CDA AUDIT	\$ 10,000	\$ 10,500	\$ 11,000	*Including Section 8 Year End Closing Report 12/31/22, 12/31/23, 12/31/24
	FYE 3/31/23	FYE 3/31/24	FYE 3/31/25	
GLEN COVE SECTION 8 AUDIT	\$ 12,500	\$ 13,000	\$ 13,500	
TOTAL FEE AUDIT YEAR	\$ 36,000	\$ 38,000	\$ 40,000	

AUDIT FIRM: Padilla & CO., 175-61 Hillside Ave, Ste 200, Jamaica, NY 11432
Contact: Jose Paolo Espiritu | Phone: 718-558-5858 | Email: jpespiritu@padillacpa.com

	FYE 12/31/22	FYE 12/31/23	FYE 12/31/24	
GLEN COVE IDA AUDIT	\$ 7,800	\$ 8,000	\$ 8,500	
GLEN COVE LEAC AUDIT	\$ 1,500	\$ 1,800	\$ 2,000	
*GLEN COVE CDA AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	*Including Section 8 Year End Closing Report 12/31/22, 12/31/23, 12/31/24
	FYE 3/31/23	FYE 3/31/24	FYE 3/31/25	
GLEN COVE SECTION 8 AUDIT	\$ 8,000	\$ 8,500	\$ 9,000	
TOTAL FEE AUDIT YEAR	\$ 25,300	\$ 26,800	\$ 28,500	

AUDIT FIRM: Cerini & Associates, LLP | 3340 Veterans Memorial HWY, Bohemia, NY 11716
Contact: Kenneth Cerini | Phone: 631-582-1600 | Email: Kcerini@cerinicpa.com

	FYE 12/31/22	FYE 12/31/23	FYE 12/31/24	
GLEN COVE IDA AUDIT	\$ 22,000	\$ 22,700	\$ 23,400	
GLEN COVE LEAC AUDIT	\$ 5,000	\$ 5,150	\$ 5,350	
*GLEN COVE CDA AUDIT	\$ 25,000	\$ 25,750	\$ 26,550	*Including Section 8 Year End Closing Report 12/31/22, 12/31/23, 12/31/24
	FYE 3/31/23	FYE 3/31/24	FYE 3/31/25	
GLEN COVE SECTION 8 AUDIT	\$ 7,500	\$ 7,750	\$ 8,000	
TOTAL FEE AUDIT YEAR	\$ 59,500	\$ 61,350	\$ 63,300	

AUDIT RFP SUMMARY SHEET – 9-21-22 (revised)**

AUDIT FIRM: McKenzie Forensic Auditors Inc | 140 Broadway, 48th Floor, NY, NY 10005

Contact: Nathaniel McKenzie | Phone: 800-466-0179 | Email: nathaniel@mckenzieforensic.com

	FYE 12/31/22	FYE 12/31/23	FYE 12/31/24	
GLEN COVE IDA AUDIT	\$ 8,000	\$ 8,200	\$ 8,500	
GLEN COVE LEAC AUDIT	\$ 7,000	\$ 7,200	\$ 7,500	
*GLEN COVE CDA AUDIT	\$ 7,000	\$ 7,200	\$ 7,500	<i>*Including Section 8 Year End Closing Report 12/31/22, 12/31/23, 12/31/24</i>
	FYE 3/31/23	FYE 3/31/24	FYE 3/31/25	
GLEN COVE SECTION 8 AUDIT	\$ 7,300	\$ 7,500	\$ 7,800	
TOTAL FEE AUDIT YEAR	\$ 29,300	\$ 30,100	\$ 31,300	

GLEN COVE COMMUNITY DEVELOPMENT AGENCY

9 Glen Street, City Hall

Glen Cove, New York 11542

MINUTES OF MEETING

October 25, 2022

Resolution #25

**RESOLUTION OF THE GLEN COVE COMMUNITY DEVELOPMENT AGENCY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT PROPOSAL FROM MRI
REAL ESTATE SOFTWARE FOR SCREENING SERVICES FOR HOUSING CHOICE
VOUCHER PROGRAM PARTICIPANTS**

WHEREAS the Glen Cove Community Development Agency (GC-CDA) requires criminal background checks on its Housing Choice Voucher Program applicants and participants.

WHEREAS the GC-CDA utilizes the HAPPY housing software program that has a program called MRI Real Estate Software to perform criminal background checks.

WHEREAS the proposal from MRI Real Estate Software to perform criminal background checks at \$10.00 per applicant was found to be acceptable by the Section 8 Program Administrator and will facilitate background checks for applicants that request special accommodations.

RESOLVED, the Executive Director shall be authorized to engage the services of MRI Real Estate Software for criminal background checks in accordance with the terms of the agreement (attached herein), effective October 1, 2022.

The question of adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

<u>CDA MEMBERS</u>	<u>VOTING</u>
Chairperson Panzenbeck	AYE
Vice Chair Hartley	AYE
<i>Gigi Ferrante</i>	<i>Absent</i>
Francine Kohler	AYE
<i>Nelson Rivera</i>	<i>Absent</i>
<i>Suzanne White</i>	<i>Absent</i>
Dr. Danielle Willis	AYE

The foregoing Resolution is thereupon declared duly adopted.

GC-CDA *CB*
ENTERED
10-25-22



ORDER DOCUMENT #5
SCREENING SERVICES

This Order Document is effective as of October 1, 2022 (the "Effective Date"). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by ResidentCheck. Any pricing terms in this Order Document shall expire if not executed within thirty (30) days following issuance of this Order Document. The terms and conditions found at www.mrisoftware.com/screeningtermsandconditions ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein including all schedules and exhibits thereto. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. In the event of a conflict between an Order Document and the MRI Terms and Conditions, the MRI Terms and Conditions shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and License Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the MRI Terms and Conditions, such specific language in the Order Document shall prevail against the enumerated language in the MRI Terms and Conditions.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, including the FRCA Requirements, the Access Security Requirements and the Internet Delivery Security Requirements and acknowledges its agreement to be bound by them. Client will take all reasonable measures to enforce the FRCA Requirements, the Access Security Requirements and the Internet Delivery Security Requirements within its facility. Client certifies that it will use the information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. Client will not resell the report to any third party. Client understand that if its system is used improperly by Client employees, or if its access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of Client, Client and its principals may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Glen Cove Community Development Agency ("Client")
9 Glen Street
Glen Cove, NY 11542

ResidentCheck, LLC ("ResidentCheck" or "MRI")
28925 Fountain Parkway
Solon, OH 44139

Signature: *Ann Fargman*
Print Name: Ann Fargman
Title: Executive Director

Signature: _____
Print Name: _____
Title: _____

The Parties accept and agree to this Order Document, as follows:

<p>REQUIRED INFORMATION: <u>All information must be completed in its entirety.</u> Please print clearly and legibly to ensure accurate and timely processing</p> <p>Management Company Information: Company Name: <u>Glen Cove Community Development Agency</u> Client DBAs: <u>Glen Cove Community Development Agency Housing Choice Voucher Program</u> Years in Business: <u>42</u> Physical Address: <u>9 Glen Street</u> <u>Glen Cove, NY 11542</u></p> <p>Phone: <u>516-676-1625 x 110</u> Is this a residential address? <input type="checkbox"/> Yes (if so, please provide a copy) <input checked="" type="checkbox"/> No</p> <p>Type of Business: <input type="checkbox"/> Property Management <input checked="" type="checkbox"/> Other: Please explain: <u>HUD Housing Choice Voucher Program</u></p>

Type of Ownership:
 Sole Proprietorship
 Partnership
 Corporation
 Other:
 Please explain: Government Agency

Number of Properties (using the Services): _____
 (see attached Property Roster)

Does the Client have an Investigator License?
 Yes (if so, please provide a copy)
 No

How will the credit report be accessed?
 CPU
 Other
 Please explain: _____

Does the Client qualify for tax exempt status?
 Yes (if so, please provide a copy)
 No

Principal Information: If the Client is a sole proprietorship or partnership, please complete this box.
 Principal Name: _____
 Title or Position: _____
 Phone Number: _____

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership

Permissible Purpose/Appropriate Use: Please describe the specific purpose for which credit bureau report information will be used.
 A tenant screening application for future residents ordered in connection with a tenant screening application initiated by the consumer.
 Pre-employment screening application ordered in connection with an application for employment initiated by the applicant
 Other
 Please explain: N/A

Banking Reference: Please provide the name of the bank which maintains your business checking account.
 Banking Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Business Account Number(s): _____

Administrator: _____
 Address: _____
 E-mail: _____ Voice: _____
 Fax: _____ Cell: _____

Billing Contact: _____
 Address: _____
 E-mail: _____ Voice: _____
 Fax: _____

Check if a Purchase Order is needed for this purchase.
 Check if the Properties are to receive individual invoices (will be sent to the address/e-mail provided in the Property Appendix).

SCREENING SERVICES			
Products	License Metric	Price Per Metric (2)	Territory
HCV Criminal and SSN Fraud Bundle Includes: <ul style="list-style-type: none"> • Experian Social Search • National Criminal Database Search • National Sexual Predator Search • Statewide / Department of Corrections • Statewide Registered Sexual Predator Search • OFAC Global Terrorist Search • 21 International, Fugitive and Most Wanted Search 	Applicant	\$10.00 Per Applicant	USA
County Criminal Searches	Search	\$12 + Fees (Vary by State)	USA
*Properties receiving the Services are listed in the Property Appendix.			

FEES, PAYMENT AND TERM	
Initial Term (1)	Effective Date
One (1) Year	October 1, 2022
<p>(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.</p> <p>(2) MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Price Per Metric and/or the Usage Rates upon ninety (90) calendar day prior written notice to Client. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.</p> <p>(3) MRI will invoice Client for the number of Applicants/Searches, as applicable, performed by or at the request of the Client at the Price Per Metric listed above. MRI shall have the option but not the duty to terminate the Services, without notice to the Client, if the Client ceases all use of the Services for a period of a ninety (90) consecutive days.</p>	
<p>Payment Terms: Fees are due in U.S. Dollars within thirty (30) days of the invoice date.</p>	

INSPECTION INFORMATION
<p>In order to comply with the requirements of credit reporting agencies, Client must receive a one-time inspection from a third party in conjunction with this Order Document. This is a standard procedure required by law when accessing credit, criminal and other similar types of information designed to help protect consumer information. During this visit, the third party will ensure the Client has a system in place to protect the information such as file cabinets that can be locked or locked away, shredders, and secured protection of files that store sensitive information. MRI may, in its sole discretion, terminate this Order Document immediately upon written notice to Client in the event that Client does not pass the inspection contemplated herein. By signing this Order Document, Client authorizes the designated third party to perform such inspection. The third party will reasonably coordinate with Client to schedule the inspection.</p> <p>Name of Contact for Inspection: _____ Phone Number: _____ Street Address for Inspection: _____ City/State of Inspection: _____</p> <p>Client will need to provide additional information required for the inspection, which is listed below. Client agrees to provide the following information to MRI within three (3) business days of execution of this Order Document, along with any other documents as is reasonably required to meet credit reporting agency inspection requirements.</p> <ol style="list-style-type: none"> 1. Copy of Business License or Information that shows you are a registered business 2. Listing in a Local or National Apartment Association or three Completed Applications 3. Copy of a Phone Bill or Online phone listing

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p><u>Definitions</u></p> <p>A "Applicant" is a single named individual about whom the Screening Services are run. Each time the Services are used for the named individual shall be counted as a separate Applicant. For clarification purposes, if a screen is run for John Smith on Monday and the same screen is run for John Smith on Wednesday, that shall be considered two (2) Applicants, even though the named individual is the same in each screen.</p> <p>A "Unit" is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location.</p> <p>A "Property" is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.</p>



A "Screen" is a process used to verify that a person is who they claim to be, and provides an opportunity for someone to check a person's criminal record, education, employment history, and other activities that happened in the past in order to confirm their validity. The type and depth of a screen is based on the individual Screening Services purchased by the Client under this Order Document.

A "Search" is an activity by which the Client, or MRI on behalf of the Client, requests, looks for, or pulls the records for a named individual. Each time the Services are used for the named individual shall be counted as a separate Search. For clarification purposes, if a Search is run for John Smith on Monday and the same Search is run for John Smith on Wednesday, that shall be considered two (2) Searches, even though the named individual is the same in each screen. Likewise, a Search performed at differing agencies or locations on the same person in the same time period shall be considered a separate Search each time.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Unless otherwise stated, there shall be no fees adjustments or refunds for any actual License Metrics decreases.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by the anniversary of the Effective Date each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance Level: Standard

Fees: Maintenance is included in the SaaS Fees.

Designated Support Contacts:
 Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____